

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

FACILITIES PLANNING COMMITTEE

August 26, 2021

Item I.1. **Louisiana Tech University's** request for approval to demolish a greenhouse that was damaged beyond repair due to Hurricane Laura in 2020.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish the greenhouse since the cost of repair is twice the amount approved by the Office of Risk Management. Please refer to the attached summary and photos describing and depicting the building.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval to demolish a greenhouse that was damaged beyond repair due to Hurricane Laura in 2020.*

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



I.1.

LOUISIANA TECH UNIVERSITY

OFFICE OF THE PRESIDENT

July 29, 2021

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

A greenhouse on the Louisiana Tech University campus was damaged when a tree fell during Hurricane Laura. We have been able to receive one quote for the repair which is twice that estimated and approved by the Office of Risk Management.

Since we are unable to repair the existing structure, we are requesting permission to demolish the current metal frame and glass in order to remove the current hazard.

We respectfully request permission to begin the process to demolish this structure and will work with other agencies

Sincerely,

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

Leslie K. Guice
President

Greenhouse

State Building I.D. S07872
Site I.D. 731002/68

210 Square Feet



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

FACILITIES PLANNING COMMITTEE

August 26, 2021

Item I.2. **McNeese State University's** request for approval to name the Health and Human Performance Education Complex the "Legacy Center."

EXECUTIVE SUMMARY

The University wishes to name the Health and Human Performance Education Complex the "*Legacy Center*." This Complex opened in 2018 and it is home to the McNeese men's and women's basketball and volleyball programs, a 4,200-seat arena and the H.C. Drew School of Health and Human Performance.

Lake Charles business owners David and Kimberly Griffin have asked to purchase the naming rights to the Complex for \$2.5 million. This is in line with a recent evaluation of the value of the naming rights for this facility.

The Griffins do not desire to have their name on the facility. The word "*Legacy*" has deep meaning for them and their personal desire to impact the Southwest Louisiana community through their actions. The Griffins moved to Lake Charles 10 years ago and they have become deeply involved in the community and with McNeese State University.

Their family mission aligns closely with the McNeese mission of changing lives. Since arriving in Lake Charles, the Griffins have made a profound impact on the local foster program. They have served 11 foster children, have adopted two, and soon will adopt a third foster child.

The Griffins are highly successful business owners and provide support to numerous community organizations and endeavors. David and Kimberly Griffin exemplify the McNeese mission of changing lives and making a difference in their community and they are role models for our students. The "*Legacy Center*" honors the Griffins' professional achievements and significant contributions to McNeese State University.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request for approval to name the Health and Human Performance Education Complex the "*Legacy Center*."



I.2.

August 5, 2021

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 name the Health and Human Performance Education Complex the Legacy Center.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the August 26, 2021 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel
President

Attachments



August 5, 2021

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

Dear Dr. Henderson:

I request approval for McNeese State University to name the Health and Human Performance Education Complex the Legacy Center.

The H&HP Complex opened in 2018 and it is home to the McNeese men's and women's basketball and volleyball programs, a 4,200 seat arena and the H. C. Drew School of Health and Human Performance.

Lake Charles business owners David and Kimberly Griffin have asked to purchase the naming rights to the H&HP Complex for \$2.5 million. This is in line with a recent evaluation of the value of the naming rights for this facility.

The Griffins do not desire to have their name on the facility. The word "Legacy" has deep meaning for them and their personal desire to impact the Southwest Louisiana community through their actions. The Griffins moved to Lake Charles 10 years ago and they have become deeply involved in the community and with McNeese State University.

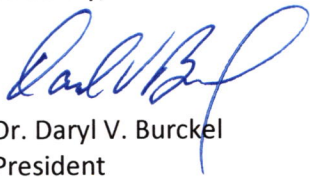
Their family mission aligns closely with the McNeese mission of changing lives. Since arriving in Lake Charles, the Griffins have made a profound impact on the local foster program. They have served 11 foster children, have adopted two, and soon will adopt a third foster child.

They are highly successful business owners and provide support to numerous community organizations and endeavors.

David and Kimberly Griffin exemplify the McNeese mission of changing lives and making a difference in their community and they are role models for our students. The Legacy Center honors the Griffins professional achievements and significant contributions to McNeese State University.

Thank you for your consideration of this request.

Sincerely,



Dr. Daryl V. Burckel
President

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

FACILITIES PLANNING COMMITTEE

August 26, 2021

Item I.3. **Nicholls State University's** request for approval to name the area in Ellender Memorial Library the "Charles J. Monier, PhD - Makerspace."

EXECUTIVE SUMMARY

The University wishes to recognize the long-term support and generosity that Dr. and Mrs. Charles Monier, Jr. have contributed to Nicholls State University and the Makerspace. Dr. Monier devised the idea of providing the students, faculty, and staff of Nicholls with an innovative new area. The "*Charles J. Monier, PhD - Makerspace*" will be filled with high tech equipment such as 3D printers and a laser cutter, as well as conventional tools such as saws and sewing machines. The area will provide a place for campus community members to collaborate, create, innovate, and be inspired.

Dr. Monier wishes to honor his father, long-time engineering professor and department head at Nicholls, by naming the space the "*Charles J. Monier, PhD - Makerspace*." Dr. and Mrs. Charles Monier, Jr. have donated \$205,000 to the space and have pledged an additional \$95,000. This new addition to the University addresses the Core Competencies set within the General Education Program of Communication, Critical/Innovative Thinking, Quantitative Reasoning, Info/Tech Literacy, and Ethical Reasoning.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University's request to name the area in Ellender Memorial Library the "*Charles J. Monier, PhD - Makerspace*."



Nicholls State University

I.3.

Office of the President

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

August 5, 2021

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 August 26, 2021 meeting of the Board of Supervisors for the University of Louisiana System:

Name area in Ellender Memorial Library-The Charles J. Monier, PhD-Makerspace.

Thank you for your assistance in this matter.

Sincerely,

Jay Clune
President

JC/apf

Enclosures

- c: Dr. Sue Westbrook, Provost/Vice President for Academic Affairs, Institutional Effectiveness & Enrollment Services
Mr. Terry Braud, Vice President for Finance & Administration
Mr. Jonathan Terrell, Athletic Director
Dr. Michele Caruso, Vice President for Student Affairs
Dr. Todd Keller, Vice Provost & SACSCOC Coordinator
Mr. Steven Kenney, Assistant Vice President for Human Resources, CDIO & Title IX Coordinator
Ms. Paulette Mayon, Internal Auditor
Ms. Claire Bourgeois, Faculty Senate President
Ms. Renee Hicks, Assistant Vice President of Institutional Effectiveness Access & Success
Ms. Monique Crochet, Executive Director of External Affairs



Nicholls State University

Office of the President

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

August 5, 2021

Via Electronic Transmittal Only

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

RE: *Name area in Ellender Memorial Library*

Dear Dr. Henderson:

Nicholls State University hereby requests approval to name the following area in Ellender Memorial Library:

The Charles J. Monier, PhD – Makerspace.

The University wishes to recognize the long-term support and generosity Dr. and Mrs. Charles Monier, Jr. have contributed to Nicholls State University and the Makerspace. Dr. Monier devised the idea of providing the students, faculty, and staff of Nicholls with an innovative new area. *The Charles J. Monier, PhD -Makerspace* will be filled with high tech equipment such as 3D printers and laser cutter, as well as conventional tools such as saws and sewing machines. The area will provide a place for campus community members to collaborate, create, innovate, and be inspired. Dr. Monier wishes to honor his father, long time engineering professor and department head at Nicholls, by naming the space *The Charles J. Monier, PhD - Makerspace*. Dr. and Mrs. Charles Monier, Jr. have donated \$205,000 to the space and have pledged an additional \$95,000. This new addition to the University addresses the Core Competencies set within the General Education Program of Communication, Critical/Innovative Thinking, Quantitative Reasoning, Info/Tech Literacy, and Ethical Reasoning.

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 makerspace *The Charles J. Monier, PhD - Makerspace*.

Sincerely,

Jay Clune
President

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

FACILITIES PLANNING COMMITTEE

August 26, 2021

- Item I.4.** **Nicholls State University's** request for approval to become the Facility Planning and Control delegated authority allowing the University to oversee and manage the construction of the Bayou Region Incubator building to be located on the main campus of the University in Thibodaux, Louisiana.

EXECUTIVE SUMMARY

Nicholls State University has been awarded a Community Development Block Grant (CDBG) through the Division of Administration Office of Community Development. This grant award provides funding to the University of up to \$3,500,000 for the construction and operating expenses of the Bayou Region Incubator (BRI). This funding is available for a 24-month period.

A portion of the award proceeds is allocated to construct an approximately 8,000-square-foot building that will be used as the primary business location for the BRI. The BRI will provide technical assistance, financial advisory services, and material support to existing and aspiring entrepreneurs and small businesses, with a specific focus on those operating within the Lafourche, St. Mary, and Terrebonne Parish Bayou Region. As an additional area of emphasis, BRI will focus on developing businesses, techniques, and new technologies to assist the Bayou Region – and coastal environments everywhere – adapt to existing and future disaster and climate change-induced risks.

Given the compressed timeline available for this project and the need to keep construction overhead to a minimum, the University has requested of Facility Planning and Control that the University be allowed to manage the project on its own in collaboration with an architect to be selected shortly. Facility Planning and Control supports this request and has advised the University that approvals from the ULS Board of Supervisors, the Louisiana Board of Regents, Facility Planning and Control on its own behalf, and the Louisiana Joint Legislative Committee of the Budget to complete the act of delegating authority on the project. The University will separately seek approval from these entities and provide copies to the ULS Board Staff when approvals have been granted.

The University working in collaboration with Facility Planning and Control intends to use the Architect Selection Committee to assign an architect to the project. Once all approvals have been obtained, the University will take necessary actions to engage with architects and eventually contractors to construct the facility.

Timing of this approval is critical due to the limited availability of funding under the CDBG grant.

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 become the Facility Planning and Control delegated authority allowing the University to oversee and manage the construction of the Bayou Region Incubator building to be located on the main campus of the University in Thibodaux, Louisiana.

BE IT FURTHER RESOLVED, that prior to execution of final documents Nicholls State University shall: (a) Provide evidence to UL System Staff office and legal counsel from agencies/parties with transaction process oversight that all transactional and administrative requirements have been satisfied; (b) Obtain final review and approval from UL System staff; and, (c) Obtain approval from legal counsel that all necessary actions and approvals have been obtained and that documents are in appropriate order for execution.

BE IT FURTHER RESOLVED, that the President of Nicholls State University and his or her designee is hereby designated and authorized to execute any and all documents necessary to execute the purchase of the property.

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



Nicholls State University

Office of the President

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

I.4.

August 5, 2021

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 August 26, 2021 meeting of the Board of Supervisors for the University of Louisiana System:

*Authority to accept delegation of authority from FP&C to build the
Bayou Region Incubator on campus and oversee the project on our own.*

Thank you for your assistance in this matter.

Sincerely,

Jay Clune
President

JC/apf

Enclosures

c: Dr. Sue Westbrook, Provost/Vice President for Academic Affairs, Institutional Effectiveness & Enrollment Services
Mr. Terry Braud, Vice President for Finance & Administration
Mr. Jonathan Terrell, Athletic Director
Dr. Michele Caruso, Vice President for Student Affairs
Dr. Todd Keller, Vice Provost & SACSCOC Coordinator
Mr. Steven Kenney, Assistant Vice President for Human Resources, CDIO & Title IX Coordinator
Ms. Paulette Mayon, Internal Auditor
Ms. Claire Bourgeois, Faculty Senate President
Ms. Renee Hicks, Assistant Vice President of Institutional Effectiveness Access & Success
Ms. Monique Crochet, Executive Director of External Affairs



Office of Finance and Administration

P.O. Box 2070 | Thibodaux, LA 70310 | 985.448.4017 | 985.448.4123 [F]

*Request for Bayou Region Incubator Project
August, 2021*

Project Name: Bayou Region Incubator at Nicholls State University

Project Number: NOCD – BRI – 0821-23

Project Description: The building will measure approximately 8,000 square feet and be built on University property in Thibodaux, Louisiana. The building will be constructed and designed with commercial use in mind and will be accessed by employees of the facility as well as the general public.

Preliminary design of the building is that it will be a one-story structure. The building will include, subject to revision:

- Up to five (5) private offices for employees of the BRI / University
- Up to fifteen (15) private offices for use by small business members of BRI
- Multifunctional Conference / Meeting rooms – quantity to be determined
- Open floor plan collaborative space to accommodate up to 35 individuals at one time
- Restrooms - quantity to be determined by occupancy
- Common use lounge / break room area – size to be determined by occupancy
- Storage – to be determined
- Electrical, HVAC, Technology rooms/spaces – to be determined

Request #1: Nicholls State University requests that the Office of Facility Planning and Control delegate authority to the University to oversee and manage the construction of the Bayou Regional Incubator (“BRI”) building to be built upon property owned by the University and located at its main campus in Thibodaux, LA. All requisite approvals including from the University of Louisiana System Board, Louisiana Board of Regents, and the Joint Legislative Committee on Budget will be requested to allow this action by FP&C.

Request #2: Nicholls State University requests that the Office of Facility Planning and Control place this project on the Architect Selection Committee for the September 2021 meeting so that an architect for the project may be assigned. When all approvals for the delegation of authority have been granted, the University will commence with contract issuance and discussions to engage with the selected architect to develop designs for the building.

<u>Budget Recap:</u>	Total Project Budget	\$2.6M
	Estimated Construction	\$2.25M estimated subject to revision
	Architect / Engineering	\$250K estimated subject to revision
	Furniture & Fixtures	\$100K estimated subject to revision

Office of the Governor
State of Louisiana

JOHN BEL EDWARDS
GOVERNOR



P.O. Box 94004
BATON ROUGE, LOUISIANA 70804-9004
(225) 342-7015
GOV.LA.GOV

July 6, 2021

RECEIVED

JUL 12 2021

PRESIDENT'S OFFICE

Dr. Jay Clune
Office of the President
Nicholls State University
Post Office Box 2083
Thibodaux, Louisiana 70310

Dear President Clune:

I am happy to inform you that I have approved the Louisiana Community Development Block Grant Cares Act Program (CDBG-CV) application for the construction of the Bayou Region Incubator (BRI) and operating expenses in an amount up to \$3,500,000. The BRI will assist in the economic recovery in the Houma Thibodaux Metropolitan Area (MSA) by facilitating the creation of new businesses and jobs in the region.

An authorization to incur costs letter will be forthcoming. Costs cannot be incurred prior to receipt of this authorization. Information regarding a Grantee Workshop will be sent at a future date.

Congratulations, and I wish you every success in implementing your project. If you have any questions relative to the CDBG-CV requirements, please do not hesitate to call Traci Watts at (225) 342-7412.

Sincerely,

A handwritten signature in black ink, appearing to read "John Bel Edwards".

John Bel Edwards
Governor

JBE:kg

cc: Jay Dardenne, Commissioner of Administration
The Honorable Bill Cassidy, U.S. Senator
The Honorable John Kennedy, U.S. Senator
The Honorable Garret Graves, U.S. Representative
The Honorable Edward Price, State Senator
The Honorable Gary Smith, Jr., State Senator
The Honorable Michael "Big Mike" Fesi, State Senator
The Honorable Katrina Jackson, State Senator
The Honorable Beryl Amedee, State Representative
The Honorable Jerome Zeringue, State Representative
The Honorable Tanner Magee, State Representative
The Honorable Francis Joseph Orgeron, State Representative
The Honorable Bryan Fontenot, State Representative
Desiree Honoré Thomas, CPA, CGMA, Assistant Commissioner, Statewide Services
Traci Watts, Director, LCDBG Program

Office of Community Development
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

RECEIVED

JUL 21 2021

PRESIDENT'S OFFICE

July 14, 2021

Dr. Jay Clune
Office of the President
Nicholls State University
Post Office Box 2083
Thibodaux, Louisiana 70310

RE: AUTHORIZATION TO INCUR COSTS
FY 2021 LCDBG-CV CARES ACT PROGRAM

Dear President Clune:

Upon receipt of this letter, you have the authorization to incur costs for planning and administration which includes the preparation of plans and specifications, the environmental review record, and other items necessary to clear grant agreement conditions. **Reimbursement of such costs will be contingent upon your receipt of an executed grant agreement with the State.** No LCDBG-CV monies can be used to reimburse the grant recipient for any costs incurred prior to the date of this letter other than approved pre-agreement costs. Please note that should the contract not be issued or the project assistance request be withdrawn for **whatever** reason, **the grant recipient** may be responsible for payment of all planning and administration costs incurred, including those mentioned above.

Under no circumstances should the grant recipient advertise for bids or begin construction on an activity at this time. Written authorization will be provided from this office to advertise for bids when funds have been released and the plans and specifications for the project have been reviewed by this office. Funds will not be released until the conditions listed in Exhibit A of the LCDBG contract have been submitted and approved/cleared by this office.

The Environmental Review Record (ERR) must be received, reviewed by this office, and the grant recipient be given authority by this office to publish the appropriate notices and to request release of grant funds within five (5) months of the date of this letter. All other administrative contract conditions must be received, reviewed, and cleared by this office within five (5) months of the date of this letter. This policy will be **strictly** enforced. If all administrative contract conditions are not cleared by the above described deadlines, **\$250** per working day will be deducted from the administrative line item budget and disallowed. The monies will be deducted from the amount of LCDBG administrative funds contracted to an administrative consultant. If the grant recipient chose to administer the grant using its own staff, the penalty will be assessed against the LCDBG administrative funds, and disallowed. If the grant recipient is not using LCDBG administrative funds, the penalty will be assessed against the construction line-item funds and disallowed. If the failure to clear grant agreement conditions within the required timeframe is the fault of another party (e.g. the engineer/architect) then the penalty will be assessed accordingly.

The State may grant an extension where the reasons for not meeting the required time frame were clearly beyond the control of the grant recipient and/or the administrative consulting firm.

A copy of the plans and specifications plus a final cost estimate for the project must be submitted to this office, the Louisiana Office of State Fire Marshall (LOSM), and any local permitting office, (if applicable) for review within four (4) months of the date of this letter.

This office must receive a signed certification from the project engineer/architect stating that the plans and specifications have been completed and submitted to LOSM and local permitting office (if applicable) for their approval. If at the end of the four-month calendar period the plans and specifications and final cost estimate have not been submitted to all required agencies, a \$250 per working day penalty will be assessed. If revisions to the plans and specifications are requested by this office, these documents must be received by the Office of Community Development within thirty (30) calendar days of the request or by the four-month deadline for clearance of grant agreement conditions, whichever is later. Failure to comply with this requirement will result in a \$250 per working day penalty. If revisions are submitted timely but do not adequately comply with the revisions requested, the penalty as described above may be assessed at the State's discretion. The penalties will be deducted from the amount of LCDBG funds contracted to an engineer/architect for basic services. If engineering/architectural services are not being paid with LCDBG funds, the penalties will be deducted from the construction line-item funds and disallowed. The State may grant an extension where the reasons for not meeting the required time frame were clearly beyond the control of the grant recipient or engineer/architect.

Under the provisions of the LCDBG Program, only eligible firms will be approved for participation, even if the grant recipient is paying for their services. An engineering, architectural, or administrative consulting firm does not require clearance if they have participated in the program during the last five program years. If a firm does require contractor clearance, LCDBG funds cannot be used to pay any engineering, architectural, or administrative costs prior to the contractor clearance. In order to determine the eligibility of firms, submit the Verification of Contractor Eligibility form to our office at the following address: Division of Administration, Office of Community Development, P. O. Box 94095, Baton Rouge, Louisiana, 70804-9095. The form can be found on the OCD website at <https://www.doa.la.gov/doa/oed-lga/>.

If you should have any questions concerning this letter or the implementation of your program, please contact me at (225) 342-7412.

Sincerely,



Traci Watts
Director, Local Government Assistance
Office of Community Development

c: Terry Braud, Nicholls State University
Kevin Pitts, Nicholls State University
Lacey Crochet, Nicholls State University
Kristie Galy, Office of Community Development
File: FY 2020 LCDBG-CV CARES ACT PROGRAM, Financial Management

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

FACILITIES PLANNING COMMITTEE

August 26, 2021

Item I.5. **University of Louisiana at Lafayette's** request for approval to place on the signage of the football stadium "Our Lady of Lourdes Regional Medical Center Stadium."

EXECUTIVE SUMMARY

The University wishes to place on the signage of the football stadium "*Our Lady of Lourdes Regional Medical Center Stadium.*" The abbreviated name will be "*Lourdes Stadium.*"

A \$15,000,000 pledge commitment was made, with \$4,000,000 paid by the donor to date. In the event the name of the corporation or organization changes due to restructuring, merger, or acquisition, the naming shall remain intact as long as all terms and conditions are fulfilled. Following the terms of the agreement, this will be a 15-year naming opportunity and not a naming in perpetuity.

This transformational gift from Our Lady of Lourdes will play a pivotal role in the future of the campus community and Ragin' Cajuns Athletics. Our Lady of Lourdes is one of the most vital organizations in Lafayette, as well as across Acadiana, and the University is extremely grateful to join in this partnership to create a first-class game day experience for Cajun Nation and the student-athletes.

The long history of alignment between two cornerstones of the community continues to evolve because the organizations share a collective vision towards a bright future for the Acadiana community. The partnership energizes all the constituents, whether it is community service, economic investment, or personal health. This partnership is dedicated to elevating Acadiana's regional profile, attracting new students and businesses and showcasing the Ragin' Cajun spirit.

Our Lady of Lourdes has always been there to answer the call and rise to the occasion to support the health and well-being of the University's student-athletes.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval to place on the signage of the football stadium "Our Lady of Lourdes Regional Medical Center Stadium."



August 5, 2021

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 submits for the Board's approval a request to name the University of Louisiana at Lafayette Football Stadium, "*Our Lady of Lourdes Regional Medical Center Stadium*."

Our Lady of Lourdes is a regional acute care medical center. Lourdes is a wholly owned subsidiary of the Franciscan Missionaries of Our Lady Health System, which is the largest locally-owned, not-for-profit health system in Louisiana.

The hospital employs more than 2,200 people and offers a physician staff of over 600 doctors in a variety of medical and surgical specialties. Lourdes' services include Centers of Excellence in the areas of Orthopedics, Stroke and a Robotics Surgery Program. The hospital is home to the only burn unit in Southwest Louisiana and a Commission on Cancer accredited oncology program. Our Lady of Lourdes operates Our Lady of Lourdes Heart Hospital, a premier 32-bed cardiac facility and Our Lady of Lourdes Women's & Children's Hospital offering the area's only Pediatric Intensive Care Unit and Level 3 Surgical Neonatal Intensive Care Unit. With additional services including multiple clinics, four imaging locations and a primary care physician network, Lourdes provides easy access to comprehensive care throughout the community.

The transformational gift from Our Lady of Lourdes will play a pivotal role in the future of our campus community and Ragin' Cajuns Athletics. Our Lady of Lourdes is one of the most vital organizations in Lafayette, as well as across Acadiana, and we are extremely grateful to join in this partnership to create a first-class game day experience for Cajun Nation and our student-athletes.

The long history of alignment between two cornerstones of our community continues to evolve because our organizations share a collective vision towards a bright future for the Acadiana community we both serve. Our partnership energizes all of our constituents, whether that's community service, economic investment or personal health. This partnership is dedicated to elevating Acadiana's regional profile, attracting new students and businesses and showcasing the Ragin' Cajun spirit.

Dr. James B. Henderson

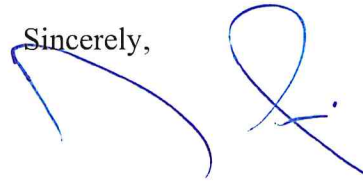
Page 2

August 5, 2021

Our Lady of Lourdes has always been there to answer the call and rise to the occasion to support the health and well-being of our student-athletes.

Please place this item on the agenda for consideration at the August 2021 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, consisting of a large, stylized 'E' followed by a smaller 'J' and 'S'.

E. Joseph Savoie
President

SVC

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

FACILITIES PLANNING COMMITTEE

August 26, 2021

Item I.6. **University of Louisiana at Monroe's** request for approval to enter into a Grounds and Facilities Lease Agreement with ULM Facilities, Inc., to construct a new Softball Student Athlete Leadership Center, pursuant to La. R.S. 17:3361.

EXECUTIVE SUMMARY

The University is requesting approval to enter into a Grounds and Facilities Lease Agreement with ULM Facilities, Inc. (ULMFI) to construct a new Softball Student Athlete Leadership Center. The University will lease the land, as defined in the attached plat, to ULMFI. The property is located at 500 Warhawk Way, Monroe, Louisiana 71209. This land and facilities will be leased to ULMFI for \$1.00 per year.

This building will be known as the ULM Softball Student Athlete Leadership Center. The building will contain a 30-person locker room with required toilets and showers. It will also contain a 35-person video/team meeting room that the program does not have now. It will include a team lounge and adjacent to the lounge will be a study room capable to hold 5-6 people. This building will sit down the 1st baseline of the field and will have equipment storage with field access. One of the most exciting features for the team will be the covered bullpen area that will be under the same roof as the building. The bullpen will be covered and have walls on three sides, but will be open on the field side so players can warm up and still stay engaged during games. This will be a huge addition to the program and will help the athletes be more competitive on and off the field.

ULMFI anticipates total funding available for the project will be approximately \$1,300,000. This will include all construction, design, testing/surveying, and contingency funding. The University will not incur any debt as a result of this project. The University's land/property will not be used as security for this project. This project will be funded by private donations.

The Grounds and Facilities Lease Agreements will expire when a substantial completion document is signed and all construction is completed.

RECOMMENDATION

It is requested that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval to enter into a Grounds Lease Agreement ULM Facilities, Inc., to construct a new Softball Student Athlete Leadership Center, pursuant to La. R.S. 17:3361.

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

BE IT FURTHER RESOLVED, that the President of University of Louisiana at Monroe is hereby designated and authorized to execute any and all documents associated with said lease and purchase by the University of Louisiana System on behalf of and for the use of University of Louisiana at Monroe.

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



Office of the President

University Library 632 | 700 University Avenue | Monroe, LA 71209-3000
P 318.342.1010 | F 318.342.1019 | ulm.edu

I.6.

August 4, 2021

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

RE: University of Louisiana at Monroe (ULM)
Request to Approve of New Softball Building
August 26, 2021 ULS Board Meeting

Dear Dr. Henderson:

The University of Louisiana at Monroe is requesting approval to proceed with constructing a new Student Athletic Leadership Center for the softball program. The delivery method will be through the approved 3rd Party Process and will include a grounds lease with the ULM Facilities Corporation. I have enclosed an executive summary providing information on this project. Please include ULM's request for approval on the August 26, 2021, Board meeting agenda.

In order to expedite the process and for further confirmation on the project, we have included the Board of Regents staff for their knowledge of the project.

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. Thank you for your consideration of this request.

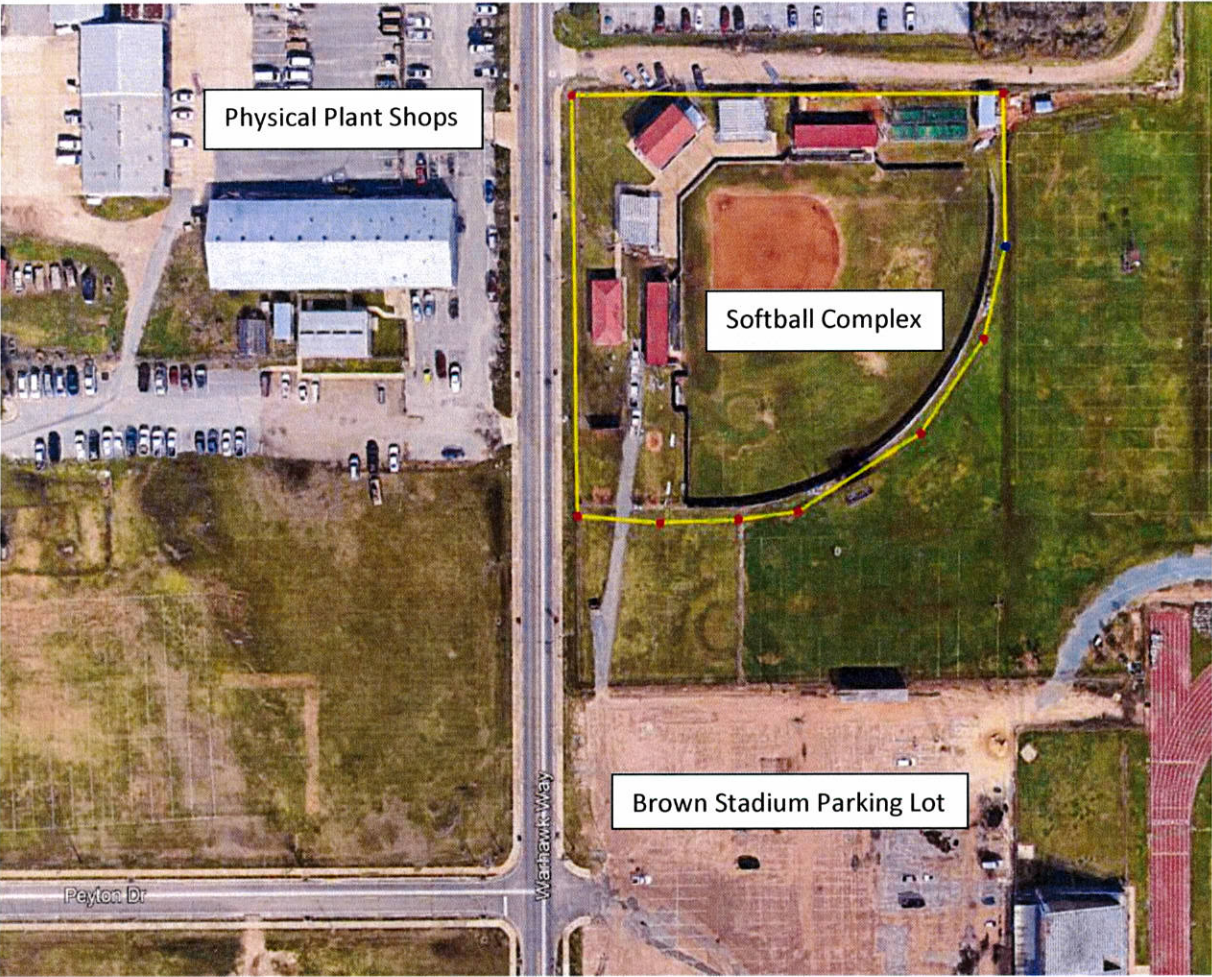
Sincerely,

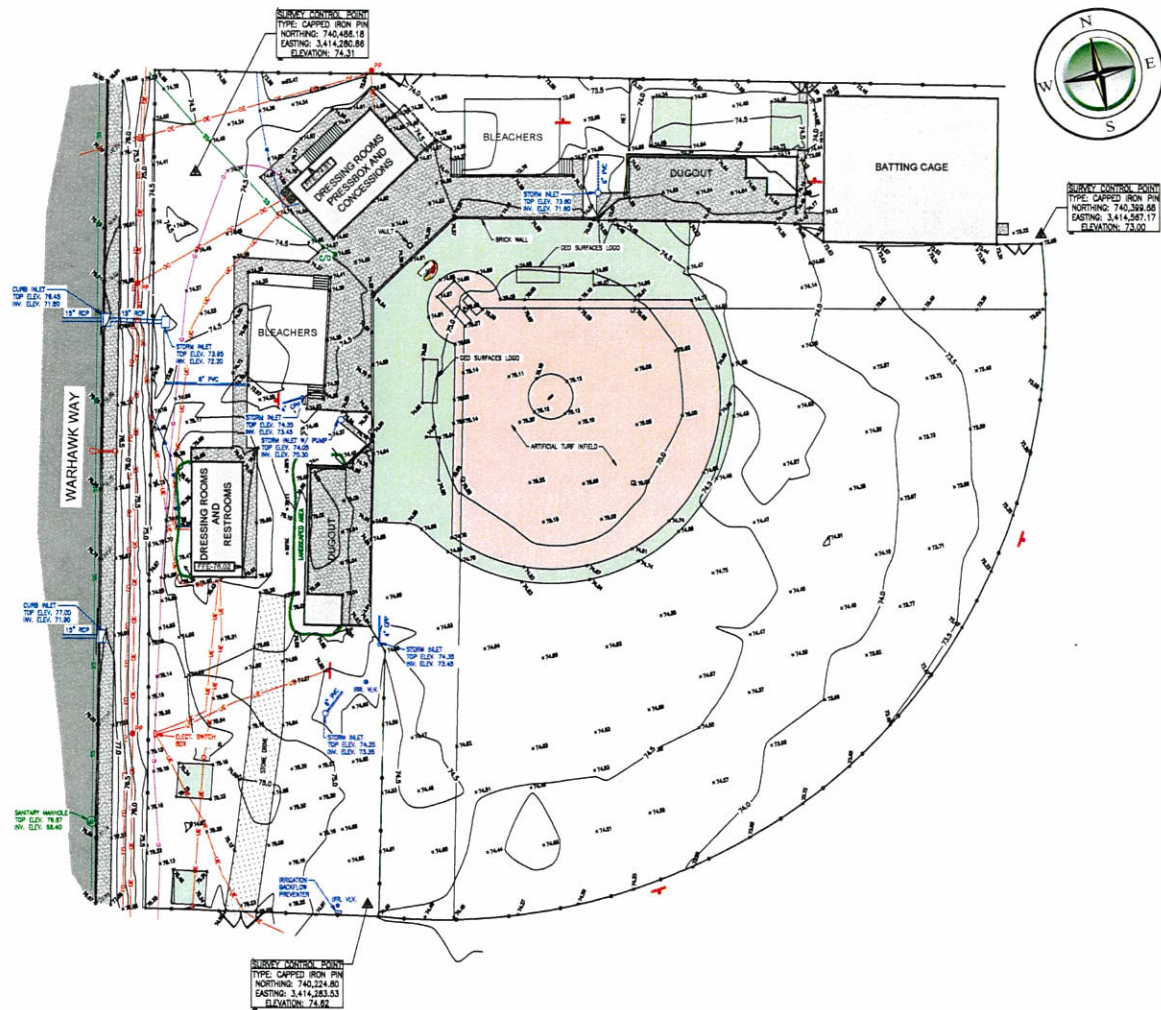
Ronald L. Berry, D.B.A.
President

cc: Dr. William Graves, Vice President for Business Affairs
Mr. Michael Davis, ULM Facilities Planning Officer
Mr. Bruce Janet, UL System Director of Internal and External Audit
Mr. Chris Herring, BoR Assistant Commissioner for Facilities

#TAKEFLIGHT

New Softball Building Location:





LEGEND

- ▲ SURVEY CONTROL POINT
- x 000.00 — EXISTING FINISHED GRADE SPOT ELEVATION
- 000 — EXISTING FINISHED GRADE TOPOGRAPHIC CONTOUR
- ▨ CONCRETE PAVED SURFACE
- ▨ ASPHALT PAVED SURFACE
- ▨ STONE SURFACE
- MANHOLE
- CLEAN-OUT
- WATER VALVE
- POWER POLE
- GUY WIRE
- LIGHT STANDARD
- COMMUNICATION PEDESTAL
- HVAC UNIT
- CHAIN-LINK FENCE
- WATER LINE
- SANITARY SEWER LINE
- GAS LINE
- OVERHEAD ELECTRIC
- UNDERGROUND ELECTRIC
- OVERHEAD COMMUNICATION
- UNDERGROUND COMMUNICATION

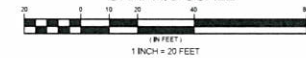
CAUTION

EXISTING UTILITY INFORMATION PROVIDED ON THE SURVEY IS TO THE SURVEYOR'S BEST KNOWLEDGE AND BELIEF. EXISTING UTILITY LOCATIONS, SIZES, MATERIAL TYPES, DEPTHS, AND OTHER INFORMATION PROVIDED ON SURVEY MAY VARY FROM WHAT IS DEPICTED. UTILITIES MAY EXIST ON THE SURVEYED PROPERTY WHICH WERE NOT IDENTIFIED AS PART OF THE SURVEY. ALL EXCAVATIONS SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND UTILITIES SHALL BE VERIFIED AS NECESSARY PRIOR TO PERFORMING ANY EXCAVATIONS ON THE SURVEYED PROPERTY.



Know what's below.
Call before you dig.

GRAPHIC SCALE



DRAWING DISCLAIMER

THIS DRAWING WAS PREPARED FOR THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHALL NOT BE USED IN ANY PROJECT OTHER THAN THE ONE SPECIFICALLY LISTED ON THE DRAWING. NO PART SHALL NOT BE USED FOR ANY OTHER PROJECT WITHOUT WRITTEN CONSENT FROM THE PREPARED. ANY VERSION OF THIS DRAWING WITHOUT AN ENGINEERING SEAL APPLIED TO IT WITH A SIGNATURE AND DATE ACROSS THE SEAL SHALL BE CONSIDERED DRAFT AND SHALL NOT BE USED FOR PLANNING, CONSTRUCTION, OR FOR ANY OTHER OFFICIAL USE.

REVISIONS

NO.	DATE	DESCRIPTION

PREPARED FOR:

UNIVERSITY OF LOUISIANA MONROE

SURVEY TITLE

SOFTBALL COMPLEX
TOPOGRAPHIC SURVEY

BEARINGS ORIENTED BY:
GPS OBSERVATION
LA SPCS NORTH ZONE

DRAWING SCALE: 1" = 20'

SURVEYED BY: J.S.F.
DRAWN BY: J.S.F.

PREPARED BY:

ARE
ENGINEERING
CONSULTANTS
1001 S. 10th Street, Suite 204, Gretna, LA 71111
Phone: (504) 224-4333
Fax: (504) 224-4333
www.are-engineers.com

I CERTIFY THAT THE INFORMATION CONTAINED ON THIS DRAWING IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE: 08/14/2024
BY: J.S.F.

DRAFT
FOR REVIEW ONLY

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 September 1, 2021

in connection with:

SOFTBALL STUDENT ATHLETE LEADERSHIP CENTER on the campus of the
University of Louisiana at Monroe

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Exhibit A – LAND DESCRIPTION

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GROUND AND FACILITIES LEASE AGREEMENT

This GROUND AND FACILITIES LEASE AGREEMENT (together with any amendment hereto or supplement hereof, the “**Ground and Facilities Lease**”) dated as of September 1, 2021, 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 Dr. Ronald L. Berry, President of the University, duly authorized and University of Louisiana Monroe Facilities, Inc., a Louisiana nonprofit corporation represented herein by its Chairperson, Dan W. Robertson (the “**Corporation**”).

W I T N E S S E T H

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

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

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

WHEREAS, in order to further these functions of the Board, by development of facilities for students, faculty and staff on the Campus, the Board deems it advisable that a portion of the Campus, along with ingress and egress, be leased to the Corporation for the purpose of constructing a Softball Student Athlete Leadership Center on the ULM campus for the ULM student athlete softball team;

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

WHEREAS, the Board and the Corporation have agreed that the Corporation shall construct a Softball Leadership Center on the ULM campus for the for the ULM softball team (the “**Facilities**”) on the land leased hereunder which will be owned by the Board as constructed and leased to the Corporation pursuant to this Ground and Facilities Lease. The total project cost is expected to be \$1,385,371.00. The Corporation will fund the project.

The Corporation will contract directly with a contractor for all the work necessary to complete the project. The Corporation will also be responsible for facilitating and overseeing the entire construction project.

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

ARTICLE ONE LEASE OF PROPERTY - TERMS OF GROUND AND FACILITIES LEASE

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

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

Section 1.03 Term. Unless sooner terminated as herein provided, this Ground and Facilities Lease shall continue and remain in full force and effect for a one (1) year term beginning on September 1, 2021. The effective date of the lease will begin after all appropriate approvals are obtained from the University of Louisiana System Board and the Louisiana Board of Regents. The lease will end on the earlier of (i) December 31, 2022, or (ii) the date of substantial completion of the project (the “**Expiration Date**”). Upon the expiration date of the Ground and Facilities Lease, all of the Corporation’s right, title and interest in the Facilities shall immediately and automatically terminate and shall be assigned, transferred to and vested in the Board.

ARTICLE TWO DEFINITIONS

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

“**Affiliate**” means, with respect to a designated Person under this Ground and Facilities Lease, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with such designated Person. For purposes of this definition, the term “control”

(including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person.

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

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

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

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

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

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

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

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

“Commencement Date” means the effective date of the Ground and Facilities Lease, which is September 1, 2021.

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

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

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

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

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

“Facilities” means the improvements constructed or installed on the land including, but not limited to, the facilities, structures and other improvements, components, and fixtures shown on the Plans and Specifications, and all alterations, repairs, modifications, replacements, or additions thereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE THREE RENT

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

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

ARTICLE FOUR USE OF LAND

Section 4.01 Purpose of Lease. The Corporation enters into this Ground and Facilities

Lease for the purpose of developing and constructing the Facilities in accordance with the Plans and Specifications, and except as otherwise provided herein, the Facilities are to be used for no other purpose.

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

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

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

ARTICLE FIVE CONSTRUCTION OF THE FACILITIES

Section 5.01 The Corporation's Construction Obligations. The Corporation will develop and construct the Facilities on the Land at its own cost and expense. The Board shall not have any financial obligation or other obligation of any kind under this Ground and Facilities Lease except to review and approve the Corporation's activities and as specifically set forth herein.

- A. The Corporation shall furnish or cause to be furnished all supervision, tools, implements, machinery, labor, materials and accessories such as are necessary and proper for the construction of the Facilities, shall pay all applicable permit and license fees, and shall construct, build, and complete the Facilities in a good, substantial and workmanlike manner all in accordance with this Ground and

Facilities Lease, and in compliance with the Plans and Specifications, and all documents executed pursuant hereto and thereto. The Corporation and the Board agree to cooperate fully to the end that fee and permit exemptions available with respect to the Facilities under applicable law are obtained by the party or parties entitled thereto.

- B. Subject to the provisions of this Section 5.01, all decisions regarding construction matters shall be made by the Corporation, working with the Contractor. The Contractor has been selected as contractor to construct the Facilities in accordance with the RFP. The parties hereto acknowledge that the Board Representative and any other party whose consent is necessary to the Board's authority have previously reviewed and approved the form of the Construction Contract for the Facilities. Prior to the Commencement of Construction, the Board Representative (and the OFPC for compliance with the building codes in accordance with La. R.S. 40:1721-24) and any other party whose consent is necessary to the Board's authority shall review and approve the Plans and Specifications and the form of Construction Contract relating to such subsequent phase of the Facilities. In addition, at no cost to the Corporation or the University, the OFPC, in accordance with Act 758, will review the Plans and Specifications to ensure compliance with its design and construction standards, and the OFPC may participate in regular construction meetings. OFPC will be provided monthly written progress reports during construction.
- C. Changes in work and materials are subject to review and approval of the Board Representative and the OFPC; however minor changes, as defined in the Construction Contract, in work or materials, not affecting the general character of the Facilities or increasing the cost of construction may be made in the Plans and Specifications at any time by the Corporation without the approval of the Board Representative and the OFPC, but a copy of the altered Plans and Specifications shall promptly be furnished to the Board Representative and the OFPC. The Corporation shall notify the Board Representative and the OFPC of any changes in work or materials that require their approval and the Board Representative and the OFPC shall either approve or disapprove any such changes within ten (10) business days after receipt of such notice from the Corporation. Notification shall include sufficient information for the Board Representative and the OFPC to make a determination and to approve or disapprove any changes in work or materials.
- D. After completion of the Facilities, at least sixty (60) days prior to undertaking any structural alteration of the Facilities during the Term, the Corporation shall submit plans for such alteration to the Board Representative for approval which approval must be obtained prior to the Corporation making or causing to be made any such structural alteration of the Facilities. The Board Representative shall either approve or disapprove any such alteration within thirty (30) days after receipt of such plans from the Corporation. All construction, alterations or additions to the

Facilities undertaken by the Corporation shall be in conformance with all current applicable laws, codes, rules and regulations, and amendments thereto, including the National Building Code with all current updates and revisions, ANSIA 1117.1 1986 edition with all current updates and revisions, NFPA 101 Life Safety Code, all current ADA requirements for public facilities and all local and state building codes, and, at no cost to the Corporation or the University, the OFPC shall exercise oversight of the construction to insure design and construction meet those standards, policies, guidelines and conventions required for State capital outlay projects. The Corporation shall have the right to contest any such codes for reasonable grounds by ordinary and proper procedures.

- E. Subject to time extensions under the Construction Contract and Force Majeure, the Corporation covenants that the Corporation shall cause substantial completion of construction of the Facilities to occur on or before December 31, 2022.
- F. Prior to the commencement of construction of the Facilities, the Corporation and the Contractor shall meet with the Board Representative to coordinate construction activity under the Construction Contract. Upon commencement of construction of the Facilities, the Corporation shall deliver to the Board Representative, (1) a copy of the Construction Contract between the Corporation and the Contractor for the design and construction of the Facilities, and (2) a copy of the labor and materials payment and performance bonds in an amount equal to the construction costs set forth in the Construction Contract for the Facilities issued by a company qualified, permitted or admitted to do business of the State of Louisiana and approved by the Board. The Corporation shall take the action specified by La. R.S. 9:4802(c) to be taken by an owner to protect the premises from any liens related to the design or construction of the Facilities.
- G. Prior to the Commencement of Construction of the Facilities, any architect whose services have been retained shall provide a standard errors and omissions policy, with such additional provisions as may be approved by counsel to the Corporation.
- H. Any performance bond, labor and material payment bond, or completion bond provided by any contractor hired by the Corporation shall be for 100% of the amount of the contract with such contractor, and shall contain a dual obligee rider in favor of the Board.
- I. The Corporation shall, upon written request of the Board, make, in such detail as may reasonably be required, and forward to the Board Representative, reports in writing as to the actual progress of the construction of the Facilities. During such period, the construction work shall be subject to inspection by the Independent Architect and by authorized personnel of the Board in order to verify reports of construction, determine compliance with safety, fire, and building codes, determine compliance with approved construction plans, or such other inspections

as may be necessary in the reasonable opinion of the Board Representative.

- J. The Corporation shall inspect the Land and arrange for boundary surveys, topographical surveys, soil borings and other site investigations at its expense to the extent these things have not been done by the Board. The Board does not guarantee that the Land is suitable for construction of the Facilities. Subject to the matters shown on **Exhibit B** attached to this Ground and Facilities Lease, the Corporation accepts the Land in its present condition. However, the Board represents that to the best of its knowledge and belief, there are no Hazardous Materials or other materials on or under the Land that would materially impact the construction of the Facilities.
- K. Except as provided in Section 4.03 hereof, part of the cost of construction of the Facilities shall include all costs necessary for the contractor or applicable utility company to bring lines for all such utilities to the Facilities so that such utilities will be available when required for construction and operation of the Facilities.

ARTICLE SIX ENCUMBRANCES

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

ARTICLE SEVEN MAINTENANCE AND REPAIR

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

ARTICLE EIGHT CERTAIN LIENS PROHIBITED

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

Section 8.02 Release of Recorded Liens. If any such mechanics' liens or materialmen's liens shall be recorded against the Land or Facilities, the Corporation shall cause the same to be released of record or, in the alternative, if the Corporation in good faith desires to contest the

same, the Corporation shall be privileged to do so, but in such case the Corporation hereby agrees to indemnify and save the Board harmless from all liability for damages occasioned thereby and shall in the event of a judgment of foreclosure on said mechanics' lien, cause the same to be discharged and released prior to the execution of such judgment. In the event the Board reasonably should consider the Board's interest in the Land or the Facilities endangered by any such liens and should so notify the Corporation and the Corporation should fail to provide adequate security for the payment of such liens, in the form of a surety bond, cash deposit or cash equivalent, or indemnity agreement reasonably satisfactory to the Board within thirty (30) days after such notice, then the Board, at the Board's sole discretion, may discharge such liens and recover from the Corporation immediately as additional Rent under this Ground and Facilities Lease the amounts paid, with interest thereon from the date paid by the Board until repaid by the Corporation at the rate of five percent (5%) per annum.

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

ARTICLE NINE OPERATION AND MANAGEMENT OF FACILITIES

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

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

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

ARTICLE TEN INDEMNIFICATION

Section 10.01 Indemnification by the Corporation. Excluding the acts or omissions of the Board, its employees, agents or contractors, the Corporation shall and will indemnify and save harmless the Board, its agents, officers, and employees, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions,

and causes of action of any and every kind and nature arising or growing out of or in any way connected with the Corporation's construction of the Facilities. This obligation to indemnify shall include reasonable fees of legal counsel and third-party investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand has been made; however, the Corporation and the Board shall use the same counsel if such counsel is approved by the Board, which approval shall not be unreasonably withheld or delayed. If the Board does not approve such counsel, then the Board may retain independent counsel at the Board's sole cost and expense. It is expressly understood and agreed that the Corporation is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that the Board shall in no way be responsible therefor.

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

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

ARTICLE ELEVEN TERMINATION, DEFAULT AND REMEDIES

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

- A. The Corporation shall fail to pay any sum required to be paid to the Board under the terms and provisions of this Ground and facilities Lease and such failure shall not be cured within thirty (30) days after the Corporation's receipt of written

notice from the Board of such failure.

- B. The taking by execution of the Corporation's leasehold estate for the benefit of any Person.
- C. The Corporation shall fail to perform any other covenant or agreement, other than the payment of money, to be performed by the Corporation under the terms and provisions of this Ground and Facilities Lease and such failure shall not be cured within ninety (90) days after receipt of written notice from the Board of such failure; provided that if during such ninety (90) day period, the Corporation takes action to cure such failure but is unable, by reason of the nature of the work involved, to cure such failure within such period and continues such work thereafter diligently and without unnecessary delays, such failure shall not constitute an Event of Default hereunder until the expiration of a period of time after such ninety (90) day period as may be reasonably necessary to cure such failure.
- D. A court of competent jurisdiction shall enter an order for relief in any involuntary case commenced against the Corporation, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction over the Facilities appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of or for the Corporation or any substantial part of the properties of the Corporation or ordering the winding up or liquidation of the affairs of the Corporation, and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days.
- E. The commencement by the Corporation of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by the Corporation to the commencement of a case under such Code or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of or for the Corporation or any substantial part of the properties of the Corporation.
- F. The Corporation, after Commencement of Construction but prior to substantially completing construction of the Facilities, abandons (with no intent to continue) the construction for a period of forty-five (45) consecutive days.

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

Section 11.03 Termination of Right of Occupancy. Notwithstanding any provision of law or of this Ground and Facilities Lease to the contrary, except as set forth in Section 1.03

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

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

ARTICLE TWELVE TITLE TO THE FACILITIES

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

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

ARTICLE THIRTEEN CONDEMNATION

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

Section 13.02 Partial Condemnation if the Ground and Facilities Lease is in Effect. Upon a temporary Taking or a Taking of less than all of the Land and the Facilities, the Corporation, at its election, may terminate this Ground and Facilities Lease by giving the Board notice of its election to terminate at least sixty (60) days prior to the date of such termination. In the event there is a partial condemnation of the Land and the Corporation decides not to terminate this Ground and Facilities Lease, the Board and the Corporation shall either amend this Ground and Facilities Lease or enter into a new lease so as to cover an adjacent portion of property, if necessary to restore or replace any portion of the Land and/or Facilities.

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

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

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

Section 14.02 Subletting. The Corporation is not authorized to sublet the leasehold estate to any entity other than the Board.

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

ARTICLE FIFTEEN COMPLIANCE CERTIFICATES

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

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

ARTICLE SIXTEEN TAXES AND LICENSES

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

the Corporation agree to cooperate fully with each other to the end that tax exemptions available with respect to the Land and the Facilities under applicable law are obtained by the party or parties entitled thereto.

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

ARTICLE SEVENTEEN FORCE MAJEURE

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

ARTICLE EIGHTEEN MISCELLANEOUS

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

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

If to the Board:

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

with copies to:

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

If to the Corporation:

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

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

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

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

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

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

Section 18.07 Warranty of Peaceful Possession. The Board covenants that the Corporation, on paying the Rent and performing and observing all of the covenants and agreements herein contained and provided to be performed by the Corporation, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Land and Facilities during the Term, subject to the Ground and Facilities Lease, and may exercise all of its rights hereunder; and the Board agrees to warrant and forever defend the Corporation's right to such occupancy, use, and enjoyment and the title to the Land against the claims of any and all persons

whomsoever lawfully claiming the same, or any part thereof subject only to the provisions of this Ground Lease, and the matters listed on **Exhibit B** attached hereto.

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

Section 18.09 Nonwaiver. No waiver by the Board or the Corporation of a breach of any of the covenants, conditions, or restrictions of this Ground and Facilities Lease shall constitute a waiver of any subsequent breach of any of the covenants, conditions or restrictions of this Ground and Facilities Lease. The failure of the Board or the Corporation to insist in any one or more cases upon the strict performance of any of the covenants of the Ground and Facilities Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. A receipt by the Board or acceptance of payment by the Board of Rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach. No waiver, change, modification or discharge by the Board or the Corporation of any provision of this Ground and Facilities Lease shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

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

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

Section 18.12 Severability. If any clause or provision of this Ground and Facilities Lease is illegal, invalid or unenforceable under present or future laws effective during the term of

this Ground and Facilities Lease, then and in that event, it is the intention of the parties hereto that the remainder of Ground and Facilities Lease shall not be affected thereby.

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

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

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

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

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

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

[Signature Page to the Ground and Facilities Lease Agreement]

IN WITNESS WHEREOF, the undersigned representative has signed this Ground and Facilities Lease on behalf of the Board of Supervisors for the University of Louisiana System on the 1st day of September, 2021.

WITNESSES:

BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

Print Name: _____

By: _____
Ronald L. Berry, President of the
University of Louisiana at Monroe
and Authorized officer of the Board

Print Name: _____

IN WITNESS WHEREOF, the undersigned representative has signed this Ground and Facilities Lease on behalf of University of Louisiana Monroe Facilities, Inc. on the 1st day of September, 2021.

WITNESSES:

UNIVERSITY OF LOUISIANA MONROE
FACILITIES, INC.

Print Name: _____

By: _____
Dan W. Robertson, Chairperson

Print Name: _____

[Signature page to the Ground and Facilities Lease Agreement]

STATE OF LOUISIANA

PARISH OF OUACHITA

BE IT KNOWN, that on this 1st day of September, 2021, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared:

Ronald L. Berry

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.

Ronald L. Berry, President of the
University of Louisiana at Monroe and
Authorized officer of the Board

WITNESSES:

Print Name: _____

Print Name: _____

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

[Signature Page to Ground and Facilities Lease Agreement]

STATE OF LOUISIANA

PARISH OF OUACHITA

BE IT KNOWN, that on this 1st day of September, 2021, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared:

Dan W. Robertson

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

Dan W. Robertson, Chairperson

WITNESSES:

Print Name: _____

Print Name: _____

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

EXHIBIT B

PERMITTED ENCUMBRANCES

- 1. Any matters that would be disclosed upon receipt of an ALTA survey of the Land.**
- 2. All easements, servitudes and rights of way of record.**
- 3. General and special taxes or assessments for 2020 and subsequent years not yet due and payable.**
- 4. Terms and conditions of that Ground Lease Agreement dated as of September 1, 2021, evidenced by a Notice of Ground Lease between the Board of Supervisors for the University of Louisiana System and University of Louisiana Monroe Facilities, Inc., recorded _____, in Conveyance Book ____, Page ____, File Number _____, official records of Ouachita Parish, Louisiana.**

EXHIBIT C

NOTICE OF GROUND LEASE

STATE OF LOUISIANA

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§

KNOW ALL MEN BY THESE PRESENTS:

PARISH OF OUACHITA

NOTICE OF LEASE

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

RECITALS

A. Lessor and Lessee have entered into a Ground and Facilities Lease Agreement dated as of September 1, 2021 and executed _____, 2021 (the “Lease”), whereby Lessor did lease to Lessee, and Lessee did lease from Lessor, the immovable property more particularly identified on **Exhibit A** attached hereto and incorporated herein (the “Land”).

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

LEASE TERMS

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

1. The term of the Lease commenced on September 1, 2021 and shall continue until midnight on December 31, 2022, unless sooner terminated or extended as provided in the Lease.
2. Any third party entering into a contract with the Corporation for improvements to be located on the Land, or any other party claiming under said third party, shall be on notice that neither the Board nor the Board's property shall have any liability for satisfaction of any claims of any nature in any way arising out of a contract with the Corporation
3. Additional information concerning the provisions of the Lease can be obtained from the parties at the following addresses:

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

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

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

THUS DONE AND PASSED on the 1st day of September, 2021, 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 Notice of Lease]

THUS DONE AND PASSED on the 1st day of September, 2021, 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: _____
Ronald L. Berry, 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

August 26, 2021

Item I.7. **University of New Orleans’** request for approval to name a space inside the Earl K. Long Library the “Stewart Family Learning Commons.”

EXECUTIVE SUMMARY

The University is requesting approval to name a space inside the Earl K. Long Library as the “*Stewart Family Learning Commons*” in recognition of the significant economic, financial, and charitable contributions of Frank and Paulette Stewart to the State of Louisiana, the City of New Orleans and the University of New Orleans.

Frank B. Stewart Jr., former chairman of the board for Stewart Enterprises, Inc., has been a leader in the death care industry throughout his career and was honored in 2010 with a lifetime achievement award by the International Cemetery Cremation and Funeral Association. His family founded the business in 1910, and Stewart joined the company in 1959, becoming president and CEO in 1966. He was appointed the board chairman in 1984, overseeing Stewart Enterprises’ initial public offering in 1991 and an expansion that has resulted in its current position as the second-largest provider of products and services in the death care industry in the U.S. today.

In addition to his business activities, Stewart has a strong commitment to community service, demonstrated by his support of numerous charitable, religious, and civic organizations such as the Boy Scouts of America, the National World War II Museum, and the Business Council of New Orleans. He has served on many nonprofit boards, including the Better Business Bureau, Crimestoppers, World Trade Center, and Navy League, and formerly served for many years on the Tulane University Board of Administrators and the Ochsner Medical Foundation Board, as well as the Boards of the Rotary Club of New Orleans and the Salvation Army. In 2010, Mr. Stewart was recognized by the Center for Spiritual Capital at Loyola University New Orleans for his ethics in business and dedication and service to his faith.

In 1996, Paulette and Frank B. Stewart, Jr. made a significant gift to the University of New Orleans to establish the “The Paulette and Frank B. Stewart, Jr. Endowed Sustainable Wildlife Program Support Fund” for the University of New Orleans’ and Audubon Nature Institute’s Sustainable Wildlife 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 University of New Orleans’ request for approval to name a space inside the Earl K. Long Library the “*Stewart Family Learning Commons*.”



THE UNIVERSITY of
NEW ORLEANS
OFFICE OF THE PRESIDENT

I.7.

July 23, 2021

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

Re: *The Stewart Family Learning Commons*

Dear Dr. Henderson:

On behalf of the University of New Orleans, I am requesting that the attached proposal for dedication of a space inside the Earl K. Long Library on the University of New Orleans campus as "*The Stewart Family Learning Commons*" be submitted to the University of Louisiana System Board of Supervisors for its consideration and approval.

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

Sincerely,

John W. Nicklow, PhD
President

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

Date: July 23, 2021

Re: *The Stewart Family Learning Commons*

1. Summary

The University of New Orleans requests that a space inside the Earl K. Long Library on the University of New Orleans campus be dedicated as "*The Stewart Family Learning Commons*" in recognition of the significant economic, financial and charitable contributions of Frank and Paulette Stewart to the State of Louisiana, the City of New Orleans and The University of New Orleans ("University").

Frank B. Stewart Jr., former chairman of the board for Stewart Enterprises, Inc., has been a leader in the death care industry throughout his career and was honored in 2010 with a lifetime achievement award by the International Cemetery Cremation and Funeral Association. His family founded the business in 1910, and Stewart joined the company in 1959, becoming president and CEO in 1966. He was appointed the board chairman in 1984, overseeing Stewart Enterprises' initial public offering in 1991 and an expansion that has resulted in its current position as the second-largest provider of products and services in the death care industry in the U.S. today. In 2003, after more than 44 years in the business, Stewart retired from all management positions with the company. He was appointed chairman of the board again in April 2007, a position he held until the sale of the company in December 2013. Stewart is currently the chairman of the board and sole owner of Stewart Capital, LLC, one of the largest private investment holding companies in the Gulf South.

In addition to his business activities, Stewart has a strong commitment to community service, demonstrated by his support of numerous charitable, religious and civic organizations such as the Boy Scouts of America, the National World War II Museum and the Business Council of New Orleans. He has served on many nonprofit boards, including the Better Business Bureau, Crimestoppers, World Trade Center, and Navy League, and formerly served for many years on the Tulane University Board of Administrators and the Ochsner Medical Foundation Board, as well as the Boards of the Rotary Club of New Orleans and the Salvation Army. In 2010, Mr. Stewart received the Loyola University New Orleans' Center for Spiritual Capital for his ethics in business and dedication and service to his faith.

In 1996, Paulette and Frank B. Stewart made a significant gift to the University of New Orleans to establish the "The Paulette and Frank B. Stewart, Jr. Endowed Sustainable Wildlife Program Support Fund" for the University of New Orleans' and Audubon Nature Institute's Sustainable Wildlife Program ("Program").

2. Budget Note

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

3. Related Documents

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

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

FACILITIES PLANNING COMMITTEE

August 26, 2021

- Item I.8.** **University of New Orleans'** request for approval to enter into a Lease Agreement with University of New Orleans Research and Technology Foundation (R&T Foundation), both not-for-profit corporations, pursuant to the authority vested in La. R.S. 41:137.

EXECUTIVE SUMMARY

UNO requests approval to enter into a Lease Agreement with University of New Orleans Research and Technology Foundation, Inc. for a certain building in the research park known as the "Center for Energy Resources Management (CERM)" for a period of 35 years with four additional ten-year options of renewal in return for certain benefits.

UNO and R&T Foundation lease agreement will commence on September 1, 2021. As consideration and rental for the lease of the CERM building (leased premises), the R&T Foundation in furtherance of its nonprofit mission to support UNO, shall pay UNO \$10 a year payable in advance on the first day of September of each year of this lease.

UNO will receive certain benefits in return for the lease to include the R&T Foundation establishing and setting aside a maintenance reserve fund of \$1.5M upon approval of the lease agreement with additional payments into the reserve fund at \$1.50 per square foot per month from tenants' leased space, annually. The maintenance reserve fund will be used for maintenance and improvements including construction to the CERM building. The R&T Foundation will assume all responsibilities for operating and maintaining the CERM building and surrounding grounds of the property.

UNO will receive certain benefits in return for the lease to include the R&T Foundation funding an annual incentive fund of up to \$100,000 to support collaborative projects between tenants and UNO faculty and students, which will be managed by the R&T Foundation.

UNO will receive certain benefits in return for the lease to include the R&T Foundation being responsible for reimbursing UNO for payments for annual property insurance premium to ensure the CERM building continues to have property insurance coverage.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of New Orleans' request for approval to enter into a Lease Agreement with the University of New Orleans Research and Technology Foundation, Inc., both not-for-profit corporations, to proceed with execution of a lease agreement pursuant to the authority vested in La. R.S. 41:137.

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

BE IT FURTHER RESOLVED, that the President of University of New Orleans or his or her designee is hereby designated and authorized to execute any and all documents associated with said lease.

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

LEASE AGREEMENT FOR CENTER FOR ENERGY RESOURCES MANAGEMENT

THIS LEASE AGREEMENT FOR CENTER FOR ENERGY RESOURCES

MANAGEMENT (herein “**Lease**”) is entered into as of the Effective Date by and between

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (the “**Board**”), a public constitutional corporation organized and existing under the Constitution and laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, said state, on behalf of the **University of New Orleans**, (herein “**UNO**”) an institution under the supervision and management of the Board, appearing herein through Dr. John Nicklow, in his capacity as President of UNO, duly authorized and empowered by Resolution of said Board,

and

UNIVERSITY OF NEW ORLEANS RESEARCH AND TECHNOLOGY FOUNDATION, INC. (the “**Foundation**”) a Louisiana nonprofit corporation organized and existing under the laws of the State of Louisiana, domiciled in the Parish of Orleans, said state, herein and appearing through and represented by David Gallo, its duly authorized Chair of the Board of Directors, provides as follows:

WITNESSETH

WHEREAS, Board is the owner of a certain building on the campus of the University of New Orleans known as the “Center for Energy Resources Management” (the “**Building**”);

WHEREAS, Foundation is a private nonprofit Louisiana corporation described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, whose tax exempt purpose is to support the mission and programs of the University of New Orleans, a higher education institution under the management and supervision of the Board;

WHEREAS, pursuant to La. R.S. 41:137, Board is authorized to lease to a nonprofit corporation such as Foundation any real property or portions thereof, without the necessity of bid if the property so leased is dedicated for the purpose of creating a research and development park in cooperation with the Board;

WHEREAS, the Building is located on land which has been dedicated as a part of what was originally designated as the “University of New Orleans Research and Technology Park” (“**the R and T Park**”) and is subject to the Declaration of Covenants, Conditions and Restrictions implemented on the property on August 10, 1994;

WHEREAS, Board and Foundation agree that Foundation, as a nonprofit corporation supporting the mission of UNO, will operate the Building as a part of the R and T Park in conformance with said Declaration of Covenants, Conditions and Restrictions and to further the research, educational, and public research functions of Board and UNO and for the ultimate benefit of UNO.

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

CERTAIN TERMS DEFINED

“Applicable Law” refers to all laws, statutes, rules, regulations, ordinances, building codes, resolutions and orders of any Governmental Authority, including but not limited to applicable rules, regulations, policies and architectural standards of UNO and Board, applicable to the parties and substantially affecting the ability of the parties to meet their obligations hereunder; provided, however, that this definition shall not be interpreted as waiving protections granted to any party against future laws impairing the obligations of contracts between the parties and/or any third parties.

“Architect” refers to any architect or other design professional, including his or her permitted successors and assigns, engaged by Foundation to perform architectural or design services with respect to any phase of the design and/or construction and renovation of any Improvements.

“Authorization to Proceed” refers to the authorization that must be given in writing by the UNO Representative before any Work can begin, which authorization shall be required for each phase of the Work, if the Work is divided into phases by Foundation and the UNO Representative.

“Board” refers to the Board of Supervisors for the University of Louisiana System.

“Building” refers to the building housing the Center for Energy Resources Management located at 2045 Lakeshore Drive, New Orleans, LA 70148.

“Cash Sale” refers to the Cash Sale by the Board of Commissioners of the Orleans Levee District to Board of Supervisors of Louisiana State University and Agricultural and Mechanical College acting for the University of New Orleans dated October 1, 1992 and recorded in the records of Orleans Parish as #951300, as amended.

“Construction Contract” refers to one or more agreements for the construction of Improvements entered into by and between the Foundation and a Contractor, including all amendments, modifications, exhibits, schedules, supplements, addenda and change orders to all such agreements.

“Contractor” refers to a contractor or contractors selected by Foundation to construct Improvements and their permitted successors and assigns.

“Covered Damages” refers to damages, loss or casualty caused in whole or in part by an Event for which any (i) insurance proceeds, (ii) federal, state (including the Louisiana Office of Risk Management), local or other governmental payments, or (iii) third party’s or other insurer’s payments are received or are to be received by Board.

“Declaration of Covenants, Conditions and Restrictions” refers to the Declaration of Covenants, Conditions and Restrictions dated August 10, 1994 and imposed by the Board of

Supervisors of Louisiana State University and Agricultural and Mechanical College (whose successor in title to said Land is the Board of Supervisors for the University of Louisiana System) on the Land and other property for the creation of the University of New Orleans Research and Development Park.

“Effective Date” refers to September 1, 2021.

“Event” refers to damage, loss and/or casualty to the Leased Premises caused in whole or in part by a Force Majeure or by the fault or negligence of any party including third parties.

“Final Term” shall have the meaning as set forth in Section 1B hereof.

“Force Majeure” refers to any (a) act of God, lightning, hurricane, tornado, flood and other extraordinarily adverse and inclement weather, fire, explosion, act of a public enemy, war, insurrection, riot or civil disturbance; (b) labor dispute, strike, work slowdown or work stopped; (c) pandemic or epidemic; and (d) any other similar cause or similar occurrence beyond the reasonable control of the Foundation.

“Foundation” refers to the University of New Orleans Research and Technology Foundation, Inc.

“Funds” refers to (i) insurance proceeds; (ii) federal, state (including the Louisiana Office of Risk Management) local or other governmental payments, or (iii) any third party’s or other insurer’s payments.

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

“Improvements” refers to any expansion, renovation or improvement constructed by Foundation to the Building in accordance with Plans and Specifications and the terms of this Lease.

“Initial Term” shall have the meaning as set forth in Section 1B hereof.

“Land” refers to that certain parcel of property described on Exhibit A hereto, and leased pursuant to this Lease.

“Lease” refers to this Lease Agreement for Center For Energy Resources Management between the Board of Supervisors for the University of Louisiana System and University of New Orleans Research and Technology Foundation, Inc.

“Leased Premises” refers to the Land and the Building shown on Exhibit B hereto as “Leased Premises” and leased pursuant to this Lease by Board to Foundation.

“Payment and Performance Bonds” refers to payment and performance bonds required in connection with performance of certain Work and described in Section 4D of this Lease.

“Plans and Specifications” refers to one or more sets of final plans and specifications which have been approved, in writing, by the UNO Representative, including any amendments, addenda, or supplements for design of any Improvements, materials selection and method of construction for the construction of Improvements and for all Work related thereto.

“Punch List” refers to a list prepared by the Architect and approved by the UNO Representative, which sets forth those items of Work to be completed following Substantial Completion, prior to final acceptance.

“R and T Park” refers to the University of New Orleans Research and Technology Park located on property owned by the Board in Orleans Parish, Louisiana.

“Renewal Term” shall have the meaning as set forth in Section 1B hereof.

“Rent” refers to all sums paid by Foundation to Board pursuant to Section 2 hereof and the obligations the Foundation has assumed under this Lease.

“Repairs and/or Restorations” refers to replacement, repairs, restorations, renovations and/or partial or complete reconstruction to the Leased Property other than ordinary or routine repairs and/or maintenance.

“Substantial Completion” refers to the date or dates on which (a) the Architect has certified to Foundation that the Work (or, if approved by the UNO Representative, any portion of the Work) has been completed substantially in accordance with the Plans and Specifications, subject to customary punch list items remaining to be completed, (b) the UNO Representative has given written approval of the Architect's certificate, which approval shall not be unreasonably delayed, withheld or conditioned, and (c) governmental certificates and approvals required to allow beneficial use and occupancy of any Improvements by UNO have been obtained, including, but not limited to, a Certificate of Occupancy (whether temporary or final) and State Fire Marshal approval.

“Term” refers to the period of time set forth in Section 1B during which this Lease shall be in full force and effect including in whole or in part, any Renewal Term if exercised and the Final Term if exercised.

“UNO Representative” refers to the President of UNO or his designees.

“Work” refers to all work and activities to be undertaken by Foundation in order to design and construct any Improvements including, without limitation, the transportation and storage of materials, the securing of work sites and staging areas, the design, planning and construction of facilities and all necessary utility placements, relocations, tie-ins and upgrades.

1.
LEASE OF LEASED PREMISES; TERM

A. Lease of Leased Premises

For the consideration herein set forth and subject to the provisions of this Lease, Board hereby leases the Leased Premises to Foundation and hereby grants to Foundation such rights of use and access in, over, on and across the Land and the Building as are necessary for Foundation to utilize the Leased Premises as provided herein and to make Improvements to the Building as provided herein. Notwithstanding anything to the contrary set forth herein, this Lease is not intended to and shall not constitute a sale or transfer of the ownership of the Leased Premises by Board to Foundation and is entered into at the request of and for the benefit of the Board and UNO.

B. Term

The Term of this Lease shall commence on September 1, 2021. Unless sooner terminated as herein provided, this Lease shall be and continue in full force and effect for an initial term of thirty-five (35) years (the "Initial Term"), such Initial Terms commencing on the Effective Date. Foundation shall have four (4) separate and successive options to renew this Lease (each a Renewal Term), with each such Renewal Term being for a period of ten (10) additional and subsequent years, and furthermore, the Foundation shall have one additional opportunity after the expiration of the fourth Renewal Term, to extend the Term of the Lease until November 30, 1996. (the "Final Term") In the event and on each occasion that Foundation desires to renew the Lease for any Renewal Term, as provided above, then provided that Foundation is not then in default of this Lease, Foundation may exercise its right by providing written notice of same to the Board, no later than sixty (60) days prior to the expiration of the then current Term. In the event that the Foundation fails to provide the Board with written notice within said sixty (60) day period, then the Board shall provide the Foundation with written notice of the expiration date of this Lease and

the Foundation shall have an additional fifteen (15) days from the date of the Foundation's receipt of the Board's written notice to provide written notice to the Board of the Foundation's election to renew the Lease for any Renewal Term or for the Final Term.

2. RENT

As consideration and rental for the lease of the Leased Premises, Foundation in furtherance of its nonprofit mission to support the Board on behalf of UNO, shall:

1) pay to Board \$10.00 a year payable in advance on the first day of September of each year of this Lease;

2) assume all responsibility for the maintenance and operation of the Building, both routine and major maintenance and as otherwise and more fully set forth in this Lease;

3) assume all responsibility for management of the Building;

4) assume the responsibility for the construction, at Foundation's sole option, of any Improvements to the Building or Land; and

5) reimburse Board for insurance premiums paid by Board pursuant to Section 6A hereof;

It being agreed that the Foundation will assume no other obligations of the Board or UNO related to the Leased Premises.

3. USE OF LEASED PREMISES

Foundation may use the Land and the Building for those purposes set forth in the Cash Sale and in the Declaration of Covenants, Conditions and Restrictions and consistent with the purposes of a Research and Technology Park as defined in La. R.S. 41:137, all of which is

consistent with UNO's, role, scope and mission. The Land and the Building are to be used for no other purposes without the prior written consent of the President of UNO.

4. **CONSTRUCTION**

At its sole cost and expense, Foundation shall construct all Improvements in a good and workmanlike manner, in accordance with the following provisions, subject to the provisions in Section 12N hereof:

A. Plans and Specifications/Change Orders

At least thirty (30) days prior to commencement of any construction, proposed final plans and specifications shall be delivered to the UNO Representative for his review. The UNO Representative shall approve or disapprove such proposed final plans and specifications in writing within thirty (30) days of receipt thereof. Any change in work and materials relating to construction of Improvements which either (1) materially alters the exterior appearance of the Building, regardless of the cost thereof, or (2) materially alters the quality of materials and Work or the interior appearance of the Building and costs more than Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), is subject to the prior review and approval of the UNO Representative, which approval shall not be unreasonably withheld, delayed or conditioned. Foundation shall notify the UNO Representative in writing of any such proposed changes in work or materials, and provide to the UNO Representative copies of the proposed changes, and the UNO Representative shall either approve or disapprove any such changes within seven (7) days (excluding Saturdays, Sundays or state or federal holidays) after receipt of such notice from Foundation. If the UNO Representative fails to respond within such seven (7) day period (excluding Saturdays, Sundays or state or federal holidays), it shall be deemed that UNO approves such changes. All notifications to the UNO Representative for requests for change orders to the

Plans and Specifications shall include copies of the proposed change orders and copies of the approvals by the Contractor, the Architect and the Foundation of such change orders, and shall further include sufficient information for the UNO Representative to make a determination whether to approve or disapprove such changes in the Work or materials. Complete copies of all final change orders shall be provided to the UNO Representative no later than the commencement of the Work represented by the change order, even if UNO Representative approval is not required.

B. Commencement and Completion of Work

No work shall commence until the UNO Representative has given written consent to the Foundation to proceed and written approval to the final proposed Plans and Specifications. Any commencement dates may be extended by a written request issued by the Foundation and approved in writing by the UNO Representative.

C. Construction Contract

All Work shall be performed on behalf of Foundation pursuant to the terms of any Construction Contract. Where appropriate, the Construction Contract and Payment and Performance Bonds shall be recorded properly with the Clerk of Court of Orleans Parish prior to commencement of the Work. Foundation shall include a liquidated damages clause in the proposed Construction Contract. Board and Foundation hereby acknowledge the following, and, to the extent practically and legally possible, the Construction Contract and all subcontracts entered into by the Contractor shall acknowledge expressly that the parties thereto have been informed of the following:

1. The Work will be performed solely and exclusively for Foundation.

2. Foundation is a separate legal entity from UNO and Board. It is not acting as agent for UNO or Board, and Foundation has no authority to obligate UNO or Board to any extent whatsoever.
3. Neither Board, UNO nor the State of Louisiana shall be liable, directly or indirectly, for the payment of any sums whatsoever or for the performance of any other obligation whatsoever arising out of the Work performed pursuant to this Lease.
4. Foundation has no ownership interest in the Land on which the Work will be performed. Any improvements placed on the Land or in the Building shall become property of Board upon completion of the Work. The Work shall not give rise to any rights against the Land, the Building, any Improvements, Board or UNO.
5. It is understood and agreed that the Board, its members, employees and agents including but not limited to the UNO Representative, shall owe no legal duty to or assume any liability or responsibility to any party as a result of or in connection with any consent, approval or review given or undertaken in connection with the Work. No party shall infer, based on any consent, approval or review given or undertaken by the Board, its members, employees and agents including but not limited to the UNO Representative, agreement with or endorsement of the particular matter at issue; rather, such consent, approval or review shall only be deemed to indicate “no objection” to the particular matter at issue.

D. Payment and Performance Bonds

Foundation shall require that any Contractor for contracts in excess of \$100,000 provide a performance and labor and materials payment bond(s) with a corporate surety authorized to do business in the State of Louisiana. Said bond(s) shall be for the greater of the full amount of the Contract Sum or the Guaranteed Maximum Price as defined and established in the Construction Contract. Both Foundation and Board shall be obliges under the bond(s).

E. Rights Concerning the Leased Premises During Construction

Contractor shall have the right to access the Leased Premises, with reasonable ingress to and egress from the Leased Premises, during any Work and, with the prior written consent of the UNO Representative, shall fence or block off that area of the Leased Premises necessary to perform any Work in a safe and secure manner.

F. Access over Adjoining Property During Construction

Board hereby grants to Foundation a servitude of access over and across such other property owned by Board insofar as such is reasonably necessary in order for the Foundation to fulfill its obligations hereunder, provided, however, that (1) such access routes are approved in writing by the UNO Representative; and (2) Foundation shall not unreasonably interfere with Board's use of such other property.

G. Board and UNO Rules and Regulations: Access During Construction

Foundation agrees that it will comply with all Board and UNO regulations, policies and mandates with regard to all contractors and personnel entering the Leased Premises for purposes of construction, which rules and regulations will be addressed at any pre-construction conference, and that it will secure, at its own expense, all necessary permits and licenses from all regulatory agencies or bodies. Foundation shall make these same requirements of the Contractor. At all times during any construction, the UNO Representative and any individuals authorized by the UNO

Representative shall have the right but not the obligation to enter the Leased Premises and review the Work to determine that it is being performed in compliance with the Plans and Specifications and in a good and workmanlike manner.

H. Inspection and Survey

Foundation shall inspect the Leased Premises and arrange for any necessary boundary surveys, topographical surveys, soil borings and other site investigations at its expense. Foundation accepts the Leased Premises in its present condition.

I. No Liens; Release of Recorded Liens

Foundation shall not suffer or permit any liens to be enforced against the Leased Premises or any Improvements or Work by reason of a failure to pay for any Work, labor, services or materials supplied or claimed to have been supplied to Foundation or to anyone through or under the Foundation. If any such liens shall be recorded, Foundation shall cause the same to be released of record, or in the alternative, if the Foundation in good faith desires to contest the same, Foundation shall be privileged to do so.

5.

OPERATION AND MAINTENANCE OF LEASED PREMISES

A. Operation and Maintenance

Except as provided herein below as to any Repairs and/or Restorations caused or necessitated, in whole or in part by any Event, the Foundation shall, at its sole cost and expense during the Term, have operation and management responsibility for the Leased Premises and shall maintain the Leased Premises and all Improvements, including all fixtures located therein, and make and perform all maintenance, repairs, renovations, and/or replacements to the Leased Premises, including without limitation the heating, ventilating, air conditioning, mechanical,

electrical, elevators, telephone, cable and other utility lines, plumbing, fire, sprinkler and security systems, computer service, air and water pollution control and waste disposal facilities, roof, structural walls, sewer lines, including any septic tank and effluent disposal system that may be necessary, and foundations, fixtures, equipment, and appurtenances to the Leased Premises as and when needed to maintain them in as good or better working condition and repair (ordinary wear and tear excepted) as existed as of the Effective Date, regardless of whether such maintenance, repairs, renovations and/or replacements are ordinary or extraordinary, routine or major, foreseeable or unforeseeable, all maintenance, repairs, renovations and/or replacements shall be of a quality and class equal to or better than the quality and class located in the Leased Premises as of the Effective Date.

Notwithstanding anything to the contrary set forth hereinabove, if any Funds are available to the Board for Covered Damages, those Funds shall be utilized by the Board, and Board shall be responsible for, undertake and pay either itself or through others, for all Repairs and/or Restorations necessitated by a related Event, subject to the reasonable approval of the Foundation as to such Repairs and/or Renovations. Foundation, at its sole option, shall have the right to oversee and/or manage any or all Repairs and/or Restorations.

B. Fire Equipment

Foundation shall furnish and maintain all fire extinguishers and other equipment or devices necessary to comply with the order of the Louisiana State Fire Marshal. Foundation shall further be responsible for all costs associated with any required periodic inspections and serving of fire extinguishers and other safety equipment or devices, or any licenses or permits required by the State Fire Marshal's Office.

C. Utilities

Foundation shall provide to the Leased Premises and the Building normal air conditioning and heating, tempered water at those points of supply normally required for general tenant use and electricity in an amount as required in the reasonable judgment of Foundation. Foundation reserves the right to suspend services of heating, air conditioning, plumbing, and electrical power or utilities when necessary by reason of accident or for repairs, alterations, replacements or Improvements which are necessary and desirable in the judgment of Foundation, and no such interruption or cessation of utilities or services shall render Foundation liable in any respect for damages to any property or be construed as a default of Foundation. Foundation shall pay or cause to be paid any and all charges for water, heat, gas, electricity, sewer and all other utilities used in the Leased Premises throughout the Term of this Lease.

D. Security and Other Services

Foundation shall provide or cause to be provided all custodial service, janitorial service, medical waste disposal, trash disposal, pest control services and all other services reasonably necessary for the proper upkeep and maintenance of the Leased Premises.

**6.
INSURANCE**

A. Property Damage

Board shall keep the Building insured against such contingencies as are normally covered by fire and extended coverage insurance, but shall not insure and will not be responsible for any loss or damage to any property belonging to Foundation. As Rent, Foundation shall reimburse Board all insurance premiums paid by Board to fulfill Board's obligation to insure the Building. Foundation agrees that it will obtain such insurance governing Foundation's own property.

B. Worker's Compensation, Foundation General Liability and Property Damage Insurance

Foundation, at its sole expenses, shall maintain at all times during the Term of the Lease, insurance with Louisiana authorized insurers in the following minimum amounts:

1. Worker's Compensation – Statutory limits
2. Comprehensive General Liability, including Personal Injury Liability coverage-with minimum combined single limits for bodily injury and property damage of \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate; and
3. Property Insurance covering risk of direct physical loss or damage on Foundation's furniture, fixtures, equipment and other property located in, upon or about the Lease Premises or any other part of the Building with limits equal to the full replacement value thereof.

C. ORM; Additional Insured

Insurance required herein to be provided by Board or by Foundation may be provided through the Louisiana Office of Risk Management, ("ORM") and if acquired from or through ORM, such insurance shall be deemed in compliance hereof, as applicable. General Liability Insurance obtained by Foundation shall name Board as an "Additional Insured" and be endorsed to provide Board not less than thirty (30) days prior written notice of cancellation or material change in coverage afforded. Foundation agrees to deliver to Board upon Board's written request a certificate of insurance for each policy required hereunder or a renewal thereof.

**7.
CASUALTY DAMAGE**

A. Damage of More Than 25% of the Leased Premises

If the Leased Premises are damaged by fire or other casualty to the extent of 25% or more of the Leased Premises, Foundation may terminate this Lease by giving fifteen (15) days written notice of its election to do so to the other party, which notice shall be given, if at all, within sixty (60) days following the date of such occurrence. If the Foundation does not terminate this Lease pursuant to this Section 7, this Lease shall continue in full force and effect, and the Board shall

use its best efforts and shall proceed with all due diligence to repair the Leased Premises and restore it to its original condition. Following such damage or destruction, rental shall be abated in proportion to the diminished utility of the Leased Premises, and, upon the occurrence of termination of this Lease, Rent shall be apportioned on a calendar day basis according to the number of days of occupancy during the calendar month by Foundation.

B. Damage of Less than 25% of the Leased Premises

If damage or destruction to the Leased Premises occurs in the amount of less than 25% of the Leased Premises, Board shall use its best efforts to repair the leased Premises and restore it to its original condition within One Hundred Eighty (180) days from the date of said damage or destruction. Following such damage or destruction, and during the period of repair, the Rent shall be abated in proportion to the diminished utility of the Leased Premises by the Foundation.

**8.
DEFAULT AND FORCE MAJEURE**

A. Foundation Default

Each of the following shall be a default by Foundation under the terms of this Lease:

1. Failure of Foundation to observe or perform any other covenant, condition or obligation upon its part to be observed or performed under this Lease for a period of thirty (30) days after receipt of written notice from the UNO Representative specifying such failure and requesting that it be remedied;
or
2. A court having jurisdiction shall enter an order for relief in any involuntary case commenced against Foundation, as debtor, under the

Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction in the premises appointing a custodian, receiver, liquidator, assignee, trustee, sequestration, or other similar official of or for Foundation or any substantial part of the properties of Foundation or ordering the winding up or liquidation of the affairs of Foundation, and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days; or

3. The commencement by Foundation of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by Foundation to the commencement of a case under such Code or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestration, or other similar official of or for Foundation or any substantial part of the properties of the Foundation.

Whenever any default referred to in this section shall have occurred and be continuing and Foundation refuses or fails to take the reasonable and necessary remedial action to cure such default in the time period specified therefor, in addition to any other remedies herein or by Applicable Law provided, Board shall have the right, without any further demand or notice, to declare this Lease terminated. If this Lease terminates during the Work, Board shall be the owner of all improvements made on or to the Building and/or the Land, provided, however, at Board's sole option and direction, if this Lease terminates during the Work due to the default of Foundation, Foundation shall transfer any Improvements constructed pursuant to the Lease, its rights and

obligations under this Lease to another nonprofit corporation or entity which meets the requirements of La. R.S. 17:3390 and which is acceptable to Board.

B. Board Default

Foundation may declare Board in default upon the failure of Board to observe or perform any covenant, condition or agreement upon its part to be observed or performed under this Lease for a period of thirty (30) days after receipt of written notice from Foundation specifying such failure and requesting that it be remedied. If the default be continuing and Board has not taken any action reasonably anticipated to cure such default, in addition to any other remedies herein or by Applicable Law provided, Foundation shall have the right, without any further demand or notice to declare this Lease terminated and shall have no further obligation to perform any of the obligations of Foundation under this Lease.

C. Force Majeure

Notwithstanding anything to the contrary set forth in this Lease, whenever a period of time is herein prescribed for action to be taken by a party, that party shall not be liable or responsible during and there shall be excluded from the computation of any such period of time delays, due to Force Majeure.

**9.
ASSIGNMENT AND SUBLEASE**

Foundation shall not assign, or permit any assignment by operation of law of this Lease without the prior written consent of Board which consent shall not be unreasonably withheld.

Foundation may lease and/or sublease all or part of the leased Premises in accordance with the requirements of Exhibit C hereto. Foundation shall be authorized to contract for and with tenants in the Leased Premises upon the approval of the Faculty Advisory Committee for the University of New Orleans. Board agrees to work in good faith with Foundation to assign to Foundation any existing leases in the Building by Board to a state or other public entity.

10. INDEMNIFICATION

Foundation, for itself and for its successors, assigns, agents, employees, invitees, and licensees, agrees to indemnify, defend and to hold Board harmless against any loss for damages or injuries that may be suffered by Board or by any person, including but not limited to Foundation's agents, employees, invitees and licensees, to the extent such loss arises out of or is related to Foundation's use of the Leased Premises, except with respect to acts or omissions by Board's members, officers and employees, or anyone acting at Board's or UNO's direction, and as to any claim for which the Foundation owes indemnity to Board, Foundation agrees to defend Board with an attorney of Board's reasonable choice in any legal action against it and pay in full and satisfy any claims, demands or judgments made or rendered against Board, and to reimburse Board for any legal expenses, including attorney's fees and court costs, which may be incurred by it in defense of any claim or legal action arising thereunder, but Foundation's costs and expenses incurred in fulfilling this indemnity and defense shall, to the extent allowed by Applicable Law, and except in any instance in which insurance is denied because the action at issue was an intentional wrongdoing by Foundation, be limited to insurance proceeds which are available to Foundation for this purpose.

To the extent allowed by Applicable Law, Board, for itself and for its successors, assigns, agents, employees, invitees and licensees agrees to indemnify, defend and hold Foundation

harmless against any loss for damages or injuries that may be suffered by Foundation or by any person including but not limited to Board's agents, employees, invitees, and licensees, to the extent that such loss, damage or injuries arise out of or are related to the fault or negligence of Board, its members, employees, or officers, except with respect to acts or omissions of Foundation's board members, officers and employees, and Board agrees to defend Foundation in any legal actions against it and, to the extent allowed by Applicable Law, pay in full and satisfy any claims, demands or judgments made or rendered against Foundation, and to reimburse Foundation for any legal expenses, including attorney's fees and court costs, which may be incurred by it in defense of any claim or legal action arising thereunder; provided, however, that Board's costs and expenses incurred in fulfilling this indemnity and defense shall, to the extent allowed by Applicable Law, and except in any instance in which insurance is denied because the action at issue was an intentional wrongdoing by Board, be limited to proceeds from insurance available for this purpose.

11. NOTICES

All notices (including, without limitation, approvals, consents and exercises of rights or options) required or permitted to be given hereunder shall be in writing and shall be served on the parties at the addresses set forth below or to such other address as the party entitled to receive such notice may, from time to time hereinafter, designate by giving written notice pursuant hereto.

Any such notice shall be either (a) sent by personal delivery, in which case notice shall be deemed delivered upon receipt, (b) sent by facsimile, in which case notice shall be deemed delivered upon receipt of confirmation of transmission of such facsimile notice (c) sent by certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed delivered upon actual delivery (or attempted delivery which is refused) or, (d) sent by overnight

delivery using a nationally recognized overnight courier (e.g., Federal Express), in which case notice shall be deemed delivered one (1) business day after deposit with such courier. Notices given by counsel to the Board shall be deemed given by Board, notices given by counsel to the Foundation shall be deemed given by Foundation, and notices given to a party's counsel shall be deemed given to the party.

If to Board
or to UNO

Dr. John Nicklow
President
University of New Orleans
2000 Lakeshore Drive
New Orleans, LA 70148

With copy to:

Board of Supervisors for the
University of Louisiana System
Attn: Bruce Janet
1201 North Thrid Streert, Suite 7-300
Baton Rouge, LA 70802

If to Foundation:

University of New Orleans Research and Technology
Foundation, Inc.
President and CEO
2000 Lakeshore Drive
New Orleans, LA 70148
Telephone: 504-280-6574
Telecopy: 504-280-1177

12. MISCELLANEOUS

A. Relationship of Parties.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship, between the parties hereto.

B. Attorney's Fees.

The prevailing party to the extent allowed by Applicable Law shall be entitled to receive reimbursement for its reasonable attorneys' fees and costs of suit.

C. Louisiana Law to Apply.

This Lease shall be construed under and in accordance with the laws of the State of Louisiana, and all obligations of the parties created hereunder are performable in Orleans Parish, Louisiana.

D. Nonwaiver.

No waiver by Board or Foundation of a breach of any of the covenants, conditions, or restrictions of this Lease shall constitute a waiver of any subsequent breach of any of the covenants, conditions, or restrictions of this Lease. The failure of Board or Foundation to insist in any one or more cases upon the strict performance of any of the covenants of the Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. No waiver, change, modification or discharge by Board or Foundation of any provision of this Lease shall be deemed to have been made or shall be effective unless expressed in writing and signed by the parties hereto.

E. Severability.

If any clause or provision of this Lease is found to be illegal, invalid or unenforceable under present or future laws effective during the Term of this Lease, then it is the intention of the parties

hereto that the remainder of this Lease shall not be affected thereby, and this Lease shall remain in full force and effect except as to the illegal, invalid or unenforceable provisions.

F. Authorization.

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

G. Use of Name, Logos or Marks.

Neither party shall make use of the other party's name, logo or marks without its prior written consent.

H. Amendment.

No amendment, modification, or alteration of the terms of this Lease shall be binding unless made in writing, dated on or subsequent to the date hereof and duly executed by the parties hereto.

I. Assignment and Mortgage.

Foundation shall not assign this Lease or any part hereof without the prior written consent of the UNO Representative, and any attempt of assignment without the prior written consent of

the UNO Representative shall be null and void as to Board. Furthermore, Foundation may not mortgage or encumber its rights in or arising out of this Lease or any rights it has or might have in the Land, the Building or any Improvements without the prior written consent of the UNO Representative, and any attempt to mortgage or encumber without the prior written consent of the UNO Representative shall be null and void as to Board.

J. Books, Records and Audit.

The books, accounts and records of Foundation which pertain directly to this Lease or to any Improvements shall be maintained at the principal office of Foundation. Board may at its option and at its own expense during customary business hours, conduct internal audits of the books, bank accounts, records and accounts of Foundation and its contractor(s) to the extent necessary to verify compliance with this Lease or insofar as said books, bank accounts, records and accounts directly relate to Foundation's performance of its obligations under this Lease. Audits may be made on either a continuous or periodic basis or both and may be conducted by employees of Board, by independent auditors retained by Board to conduct such audit, or by the Louisiana Legislative Auditor, but any and all such audits shall be conducted without materially or unreasonably or unnecessarily interrupting or interfering with the normal conduct of business affairs of the Foundation.

K. Successors and Assigns.

All of the covenants, agreements, terms and conditions to be observed and performed by the parties hereto shall be applicable to and binding upon their respective successors and assigns including any successor by merger or consolidation of UNO or Board into another educational institution or governing body.

L. Notice of Lease.

Foundation agrees not to record this Lease. At the Foundation's request, the parties will execute a Notice of Lease for recording in the records of Orleans Parish, and the cost of recording will be borne by Foundation.

M. Consent or Approval.

It is understood and agreed that the Board, its members, employees and agents including but not limited to the UNO Representative, shall owe no legal duty to or assume any liability or responsibility to any party as a result of or in connection with any consent, approval or review given or undertaken in connection with this Lease. No party shall infer, based on any consent, approval or review given or undertaken by the Board, its members, employees and agents including but not limited to the UNO Representative, agreement with or endorsement of the particular matter at issue; rather, such consent, approval or review shall only be deemed to indicate "no objection" to the particular matter at issue.

N. Oversight By Division of Administration Office of Facility Planning and Control ("OFPC").

Design and construction of any Improvements shall be subject to oversight by OFPC, and such oversight includes, but is not limited to (a) the right to review and approve plans and specifications prior to commencement of construction and to require changes to conform to Applicable Law, including space and quality standards, and International Building Code review, and (b) the right to conduct periodic inspections during construction to ensure that all work is being performed in compliance with the OFPC approved Plans and Specifications.

O. Entire Agreement.

This Lease, together with the exhibits attached hereto, contains the final and entire agreement between the parties hereto with respect to the Leased Premises, the Land and the Building and contains all of the terms and conditions agreed upon with respect to the Leased

Premises, the Land and the Building, and no other agreements, oral or otherwise, regarding the subject matter of this Lease shall be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written.

P. The Board agrees not to record this Lease. The parties shall execute a Notice of Lease for recording, at Foundation's sole option, in the records of Orleans Parish meeting the requirements of La. R.S. 9:2742, and the cost of recording will be borne by the Foundation, as lessee.

[The remainder of this page intentionally left blank.]

[Signature Page for Lease Agreement For Center For Energy Resources Management]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the dates indicated on the attached Acknowledgments.

WITNESSES:

**BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
ON BEHALF OF UNIVERSITY OF NEW
ORLEANS**

Print Name: _____

By: _____
Dr. John Nicklow,
President of UNO

Print Name: _____

**UNIVERSITY OF NEW ORLEANS
RESEARCH AND TECHNOLOGY
FOUNDATION, INC**

Print Name: _____

By: _____
David Gallo
Chair of the Board of Directors

Print Name: _____

STATE OF LOUISIANA

PARISH OF ORLEANS

ACKNOWLEDGMENT

BE IT KNOWN that on this ____ day of _____, 2021, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared Dr. John Nicklow, appearing herein in his capacity as President of the University of New Orleans, and appearing on behalf of the Board of Supervisors for the University of Louisiana System, a public constitutional corporation organized and existing under the laws of the State of Louisiana, who, being by me first duly sworn, declared and acknowledged to me, Notary, that he executed the above and foregoing instrument on behalf of said corporation with full authority of its Board of Supervisors and that said instrument is the free act and deed of said corporation and was executed for the uses, purposes and benefits therein expressed.

IN TESTIMONY WHEREOF, Appearer has executed this acknowledgment in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

**BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
ON BEHALF OF UNIVERSITY OF NEW
ORLEANS**

By: _____

Print Name: _____

Dr. John Nicklow,
President of UNO

Print Name: _____

NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF ORLEANS

ACKNOWLEDGMENT

BE IT KNOWN that on this _____ day of _____, 2021, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared David Gallo, appearing herein in his capacity as Chair of the Board of Directors of the University of New Orleans Research and Technology Foundation, Inc., a charitable organization, who, being by me first duly sworn, declared and acknowledged to me, Notary, that he executed the above and foregoing instrument on behalf of said Foundation with full authority of its Board of Directors and that said instrument is the free act and deed of said Foundation and was executed for the uses, purposes and benefits therein expressed.

IN TESTIMONY WHEREOF, Appearer has executed this acknowledgment in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

**UNIVERSITY OF NEW ORLEANS
RESEARCH AND TECHNOLOGY
FOUNDATION, INC**

Print Name: _____

By: _____
David Gallo
Chair of the Board of Directors

Print Name: _____

NOTARY PUBLIC

Exhibit A
To Lease Agreement for Center for Energy Resources Management
Property Description
Parcel B

University of New Orleans
Third District
New Orleans, LA.

A CERTAIN PORTION OF GROUND together with all the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in the Third Municipal District of the City of New Orleans, in University of New Orleans Research Park, bounded by Lakeshore Drive, Parcel A, Lake Pontchartrain, Hotel site and Elysian Fields Avenue, designated as Parcel B as shown on a Lease Parcel Map by the Office of Gandolfo Kuhn LLC, dated August 9, 2021; and is more particularly described as follows:

Commence at the intersection of the westerly line of Elysian Fields Avenue and the northerly line of Lakeshore Drive;

Thence S85°55'06"W along the northerly line of Lakeshore Drive a distance of 260.98' to the Point Of Beginning;

Thence continue S85°55'06"W along the northerly line of Lakeshore Drive a distance of 162.69' to a point;

Thence S04°34'54"E along the northerly line of Lakeshore Drive a distance of 10' to a point;

Thence S85°55'06"W along the northerly line of Lakeshore Drive a distance of 26.02' to a point of curvature;

Thence in a westerly direction along a curve to the right having a radius of 698', a Length of 281.53', a chord bearing of N81°41'59"W and a chord distance of 279.63' to a point;

Thence N12°31'00"E a distance of 113.55' to a point of curvature;

Thence in a northerly direction along a curve to the right having a radius of 76.92', a Length of 95.83', a chord bearing of N48°08'15"E and a chord distance of 89.75' to a point of reverse curvature;

Thence in a northerly direction along a curve to the left having a radius of 76.92', a Length of 113.28', a chord bearing of N41°38'20"E and a chord distance of 103.32' to a point of tangency;

Thence N00°28'50"W a distance of 326.36' to a point;

Thence N89°31'11"E a distance of 83.32' to a point;

Thence N28°07'48"E a distance of 105.94' to a point;

Thence N89°31'10"E a distance of 166.64' to a point;

Thence S00°28'50"E a distance of 687.01' to the Point Of Beginning, and containing 5.2644 Acres or 229,316 Square Feet.

Exhibit A
To Lease Agreement For Center For Energy Resources Management

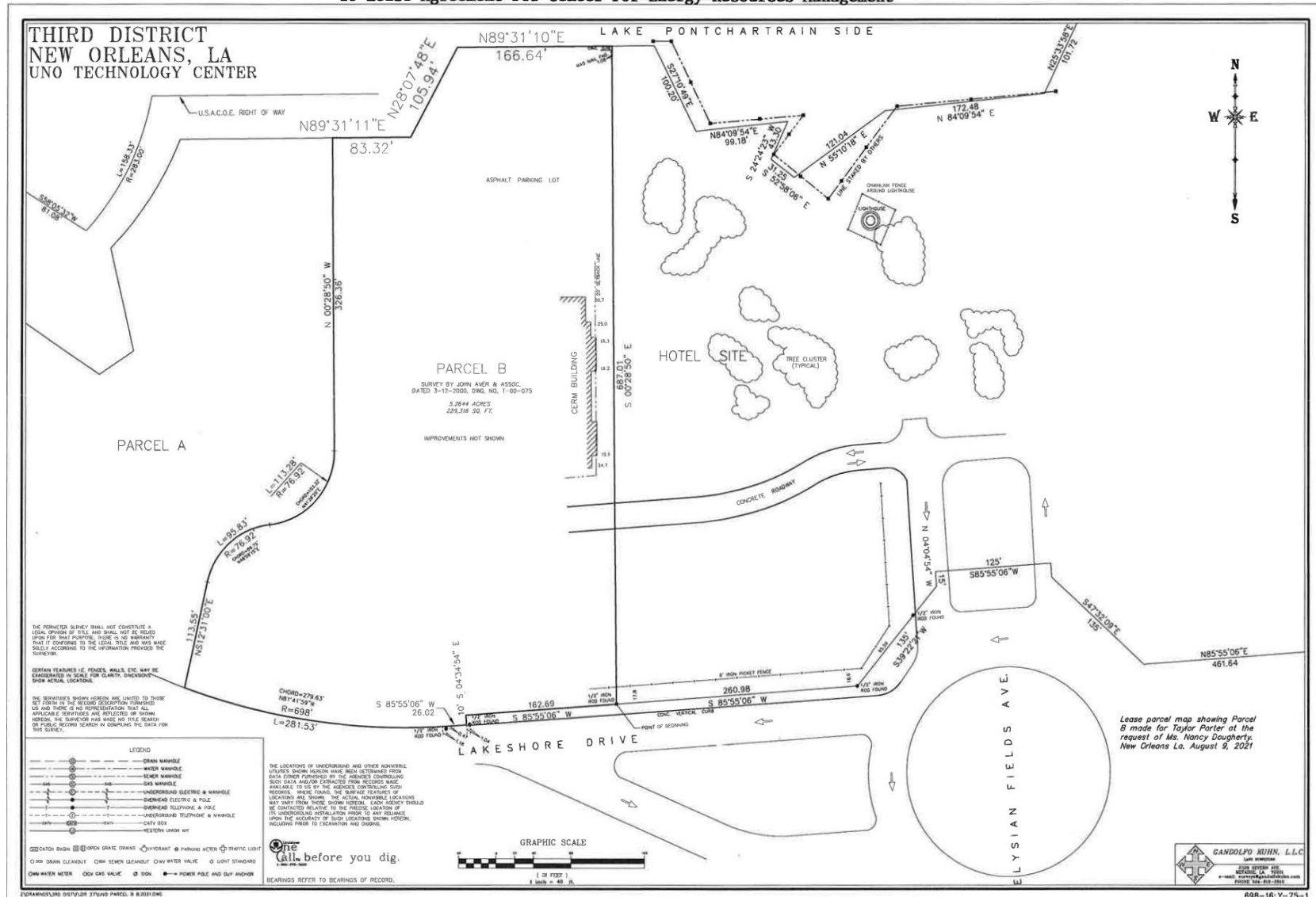
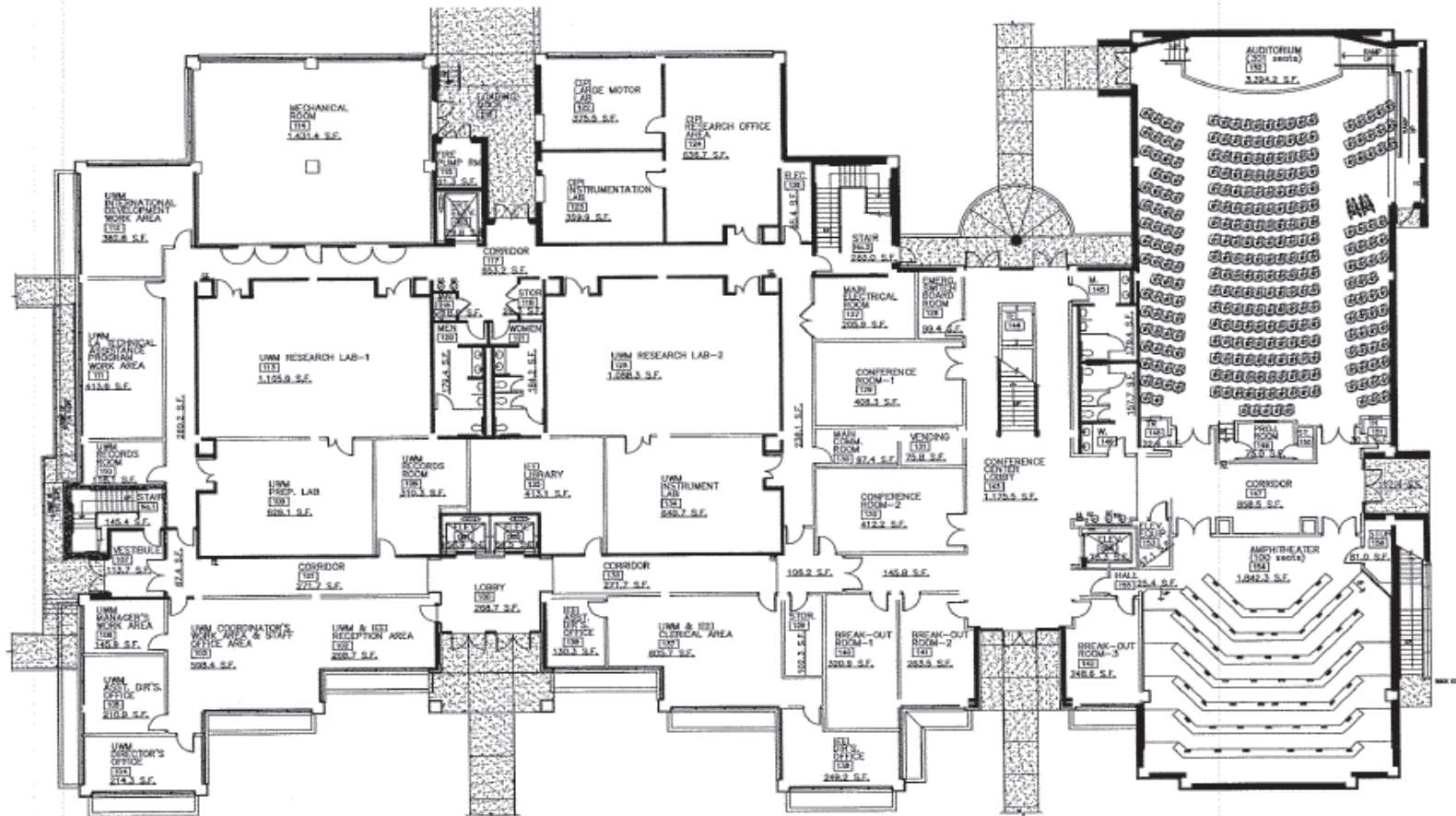


EXHIBIT B **LEASED PREMISES**



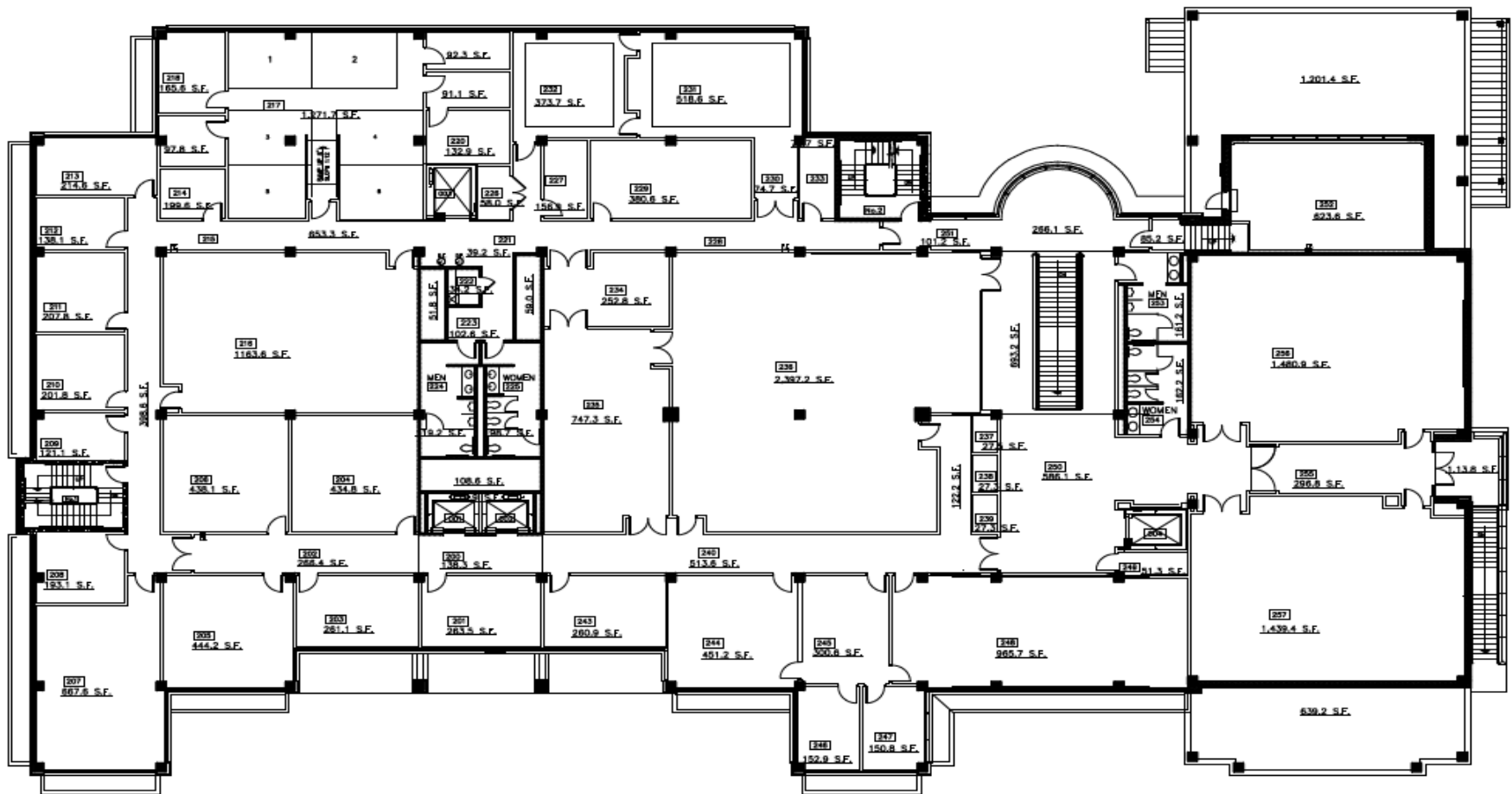
CENTER FOR RESOURCE MANAGEMENT BUILDING - FIRST FLOOR

1 FLOOR OF 6 FLOOR

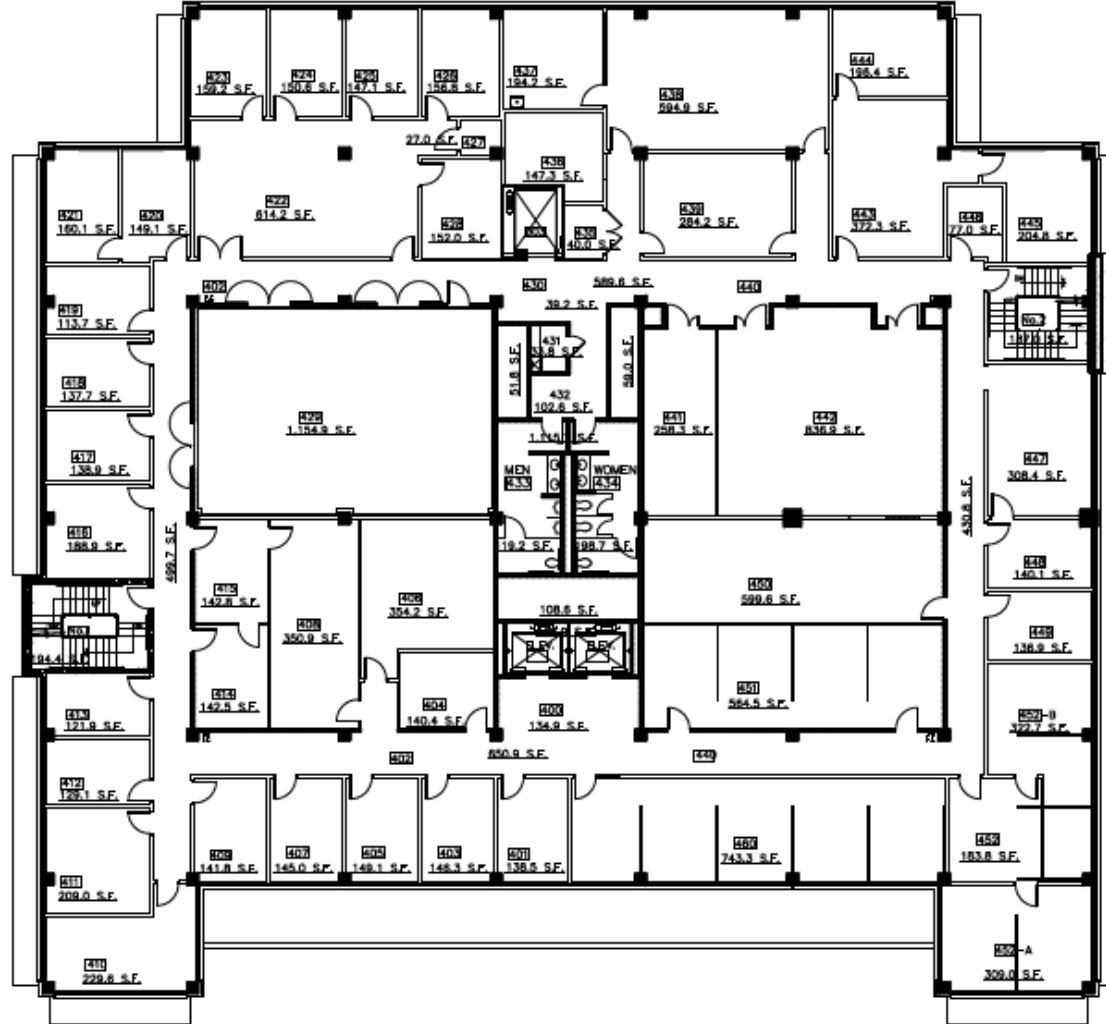
TOTAL FLOOR AREA: 27,733.6 SQ. FT.

TOTAL ROOF AREA: 27,774.7 SQ. FT.

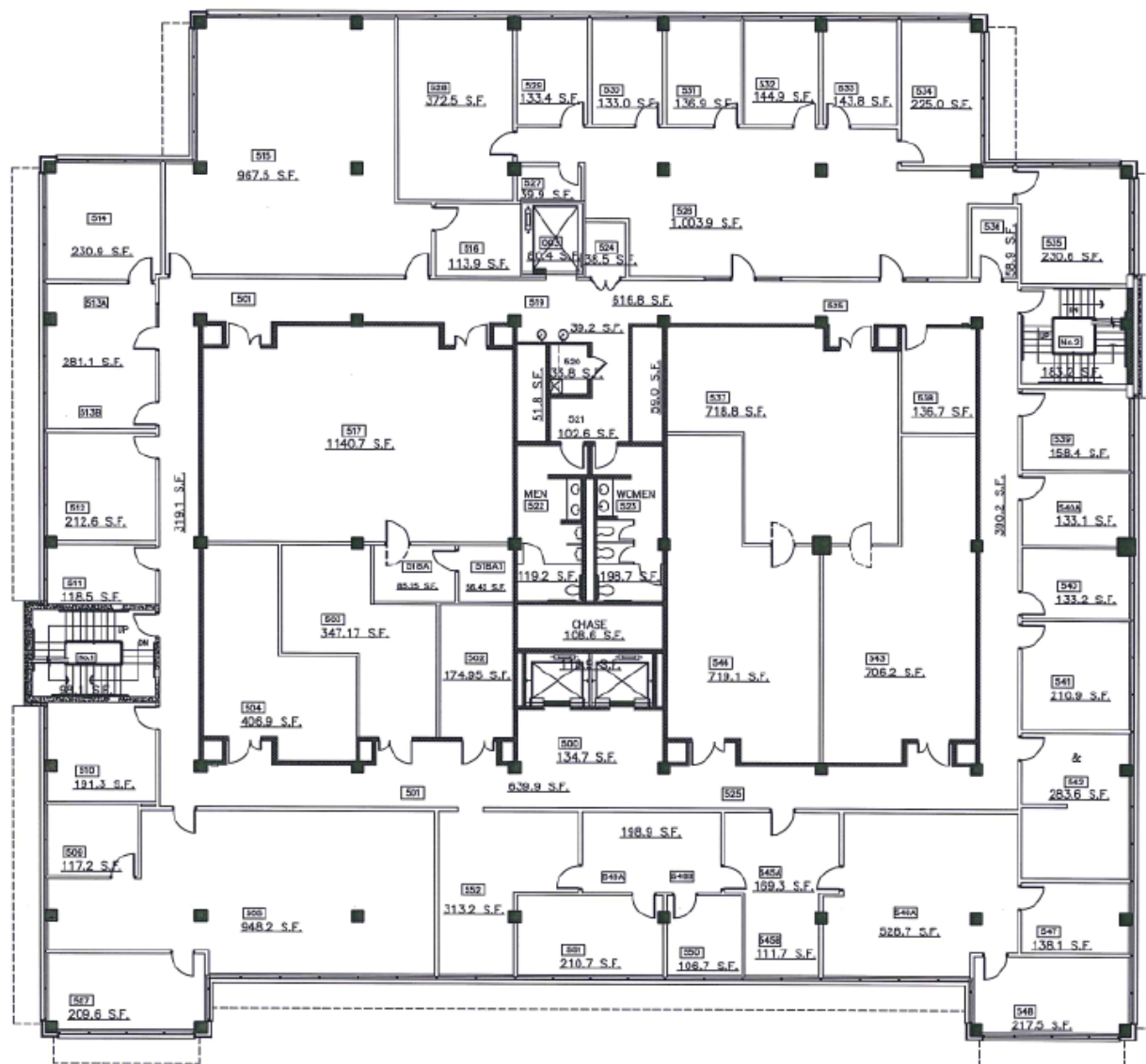
TOTAL GROSS FLOOR AREA: 81,414.1 SQ. FT.



CENTER FOR RESOURCE MANAGEMENT BUILDING – SECOND FLOOR
2 FLOOR OF 6 FLOOR
 TOTAL FLOOR AREA: 28,383.6 SQ. FT.



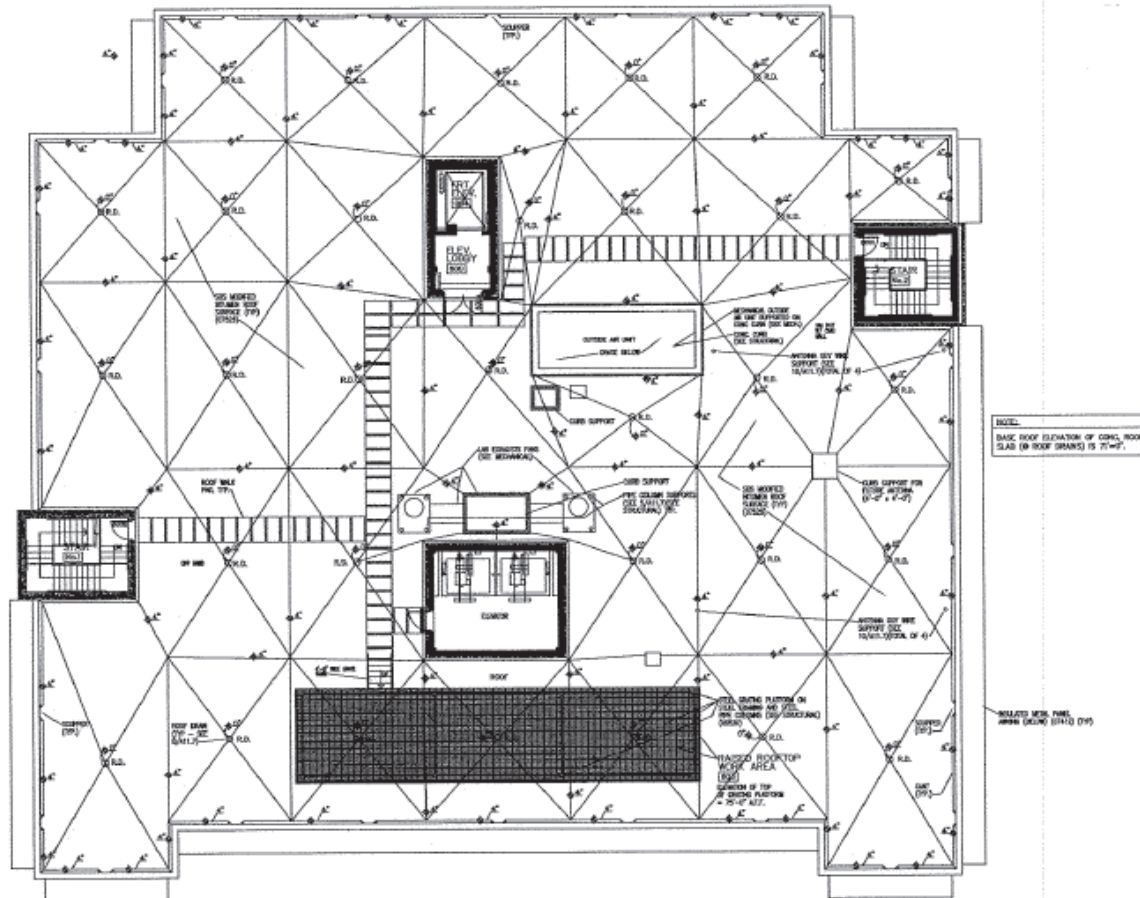
CENTER FOR RESOURCE MANAGEMENT BUILDING – FOURTH FLOOR
4 FLOOR OF 6 FLOOR
 TOTAL FLOOR AREA: 17,576.3 SQ. FT.



CENTER FOR RESOURCE MANAGEMENT BUILDING – FIFTH FLOOR

TOTAL FLOOR AREA: 18,034.4 SQ. FT.

UPDATED: 100917 RJO VERIFIED: RJO



CENTER FOR RESOURCE MANAGEMENT BUILDING — SIXTH FLOOR

"THE ROOF"

6 FLOOR OF 6 FLOOR

TOTAL FLOOR AREA: 17,994.6 SQ. FT.

Exhibit C
To
Lease Agreement for Center for Energy Resources Management (the “Lease”)
Requirements for Subleasing

1. Foundation shall not make changes to its articles of incorporation or bylaws which will alter its UNO support purpose or will affect its ability to comply with the terms of the Lease.
2. Foundation shall comply with, and shall require its tenants to comply with the requirements of the Cash Sale and with the permitted uses established in the Declaration of Covenants, Conditions and Restrictions.
3. Foundation shall identify tenants for the Research Park and submit such tenants to UNO for approval.
4. All Research Park tenants shall have a significant relationship with UNO directly related to UNO’s research and technology missions. Potential tenants will be reviewed by the Faculty Advisory Committee to the Research Park and, if acceptable, recommended for tenancy in the Research Park jointly by that committee and by a Dean or other appropriate academic officer, to the Vice President for Research and Economic Development, who will, in turn recommend potential tenants to the President of UNO for submission to the Board.
5. The lease rate to such tenants shall be no less than forty cents (\$0.40) per square foot plus the tenants’ share of common area costs, the latter to be determined by actual experience. Any proposed pricing below this lease price shall be submitted to UNO for review and approval.
6. Tenants shall be required to maintain adequate insurance, as determined by UNO, for their activities and options within the Research Park.
7. At UNO’s sole option, membership in the Research Park may be required of all tenants. Membership in the Research Park shall entitle tenants to use the park common areas and also to utilize UNO campus programs and services in such fashions and at such rates as UNO may from time to time determine. Members will be required to contribute to the expenses of operating and maintaining the Common Areas by paying a proportionate share of those expenses as an annual membership fee or assessed common area cost based on the expenses of operating the park and the relative amount of Research Park area leased by each tenant.

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

FACILITIES PLANNING COMMITTEE

August 26, 2021

Item I.9. **University of Louisiana System's** request for approval of the Fiscal Year 2022-23 Capital Outlay Budget Request and Institutions' Five-Year Capital Outlay Plans.

EXECUTIVE SUMMARY

UL System requests approval of the Fiscal Year 2022-23 Capital Outlay Budget Request and Institutions' Five-Year Plans for FY 2022-23 through FY 2026-27.

The Capital Outlay Budget Request contains a prioritized list of System and Campus projects noting four categories: Emergency, Self-Generated Revenue, Continuing, and New.

Once approved by the Board, the Capital Outlay Budget Request for FY 2022-23 will be forwarded to the Board of Regents for approval and submittal to the Division of Administration (Facility Planning and Control) for consideration in next year's state capital outlay budget.

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 Fiscal Year 2022-23 Capital Outlay Budget Request and Institutions' Five-Year Capital Outlay Plans.

Campus Priority	System Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2022-23 (Year 1)	FY 2023-24 (Year 2)	FY 2024-25 (Year 3)	FY 2025-26 (Year 4)	FY 2026-27 (Year 5)	Total
1	1	E	NiSU	ADA Upgrades, Multi-Building	GOB		\$4,862,623	\$4,862,623				\$9,725,246
1	2	E	GSU	Reroof Various Buildings - Campus Wide	GOB		\$2,500,000	\$2,500,000	\$1,700,000			\$6,700,000
1	3	C	NSU	Kyser Hall Replacement	GOB	\$2,738,170	\$34,570,000					\$37,308,170
1	4	C	MSU	Contraband Bayou Erosion Retaining Wall - Phase II	GOB	\$7,516,997	\$1,000,000	\$2,000,000				\$10,516,997
1	5	C	SELU	D Vickers Hall Renovation and Addition, Planning and Construction	GOB,S/G	\$11,000,000	\$15,134,799	\$2,100,000				\$28,234,799
1	6	C	ULL	DeClouet Hall Renovation	GOB		\$500,000	\$3,850,000				\$4,350,000
1	7	E	UNO	Miscellaneous Roof Replacements	GOB		\$350,000	\$3,150,000				\$3,500,000
1	8	C	ULM	Health Sciences Campus Renovations - Sugar Hall & Caldwell Hall	GOB	\$1,000,000	\$15,750,000					\$16,750,000
1	9	N	LTU	Madison Hall Renovation - Speech & Audiology	GOB		\$4,000,000	\$31,000,000	\$3,000,000			\$38,000,000
2	10	E	ULM	Strauss Hall HVAC Renovation	GOB		\$100,000	\$1,100,000				\$1,200,000
2	11	E	NiSU	Fire Alarm Integration, Multi-Building	GOB		\$2,107,906					\$2,107,906
2	12	E	LTU	Comprehensive ADA - Remediation	GOB	\$500,000	\$2,500,000	\$5,000,000	\$2,500,000			\$10,500,000
2	13	C	UNO	Bicentennial Education Roof Replacement	GOB		\$75,600	\$680,400				\$756,000
2	14	C	MSU	Shearman Fine Arts Building	GOB		\$7,725,000					\$7,725,000
2	15	C	ULL	Foster Hall Renovation	GOB		\$500,000	\$3,622,100				\$4,122,100
2	16	N	NSU	Athletic Fieldhouse Improvements	GOB/SG		\$1,000,000	\$5,000,000				\$6,000,000
2	17	N	SELU	Baton Rouge Nursing Center Renovation	GOB		\$6,742,757	\$2,742,758	\$600,000			\$10,085,515
2	18	N	GSU	Criminal Justice Building (Alma J Brown School)	GOB		\$4,500,000	\$4,000,000	\$2,800,000			\$11,300,000
3	19	E	ULM	ADA Accessibility - Campus Wide	GOB		\$700,000	\$7,000,000	\$700,000			\$8,400,000
3	20	C	MSU	McNeese Disaster Recovery	GOB		\$20,000,000					\$20,000,000
3	21	N	GSU	Improvements to Athletic Facilities - Eddie Robinson Stadium, Stadium Support, Track & Field Complex	GOB		\$6,000,000	\$5,050,000	\$5,000,000	\$2,500,000		\$18,550,000
3	22	C	UNO	Central Utilities Plant Chiller Replacement	GOB		\$216,000	\$1,620,000	\$324,000			\$2,160,000
3	23	E	NiSU	Guidry Stadium Structural Repairs/Waterproofing	GOB		\$4,375,960					\$4,375,960
3	24	C	ULL	Madison Hall Renovation	GOB	\$2,000,000	\$18,000,000					\$20,000,000
3	25	E	LTU	Roofing / Waterproofing	GOB		\$3,250,000	\$3,500,000	\$3,000,000			\$9,750,000
3	26	N	SELU	Academic Athletic Training and Ancillary Athletic Facility	GOB		\$3,742,202	\$2,942,201	\$2,942,201	\$375,000		\$10,001,604
3	27	N	NSU	Renovation of AA Fredericks Fine Art Center	GOB		\$2,185,495	\$12,316,478	\$12,316,478			\$26,818,451
4	28	E	ULM	Library Cooling Tower and HVAC Upgrades	GOB		\$1,500,000					\$1,500,000
4	29	E	NiSU	Campus Street Lighting Replacement	GOB		\$4,907,620					\$4,907,620

UNIVERSITY OF LOUISIANA SYSTEM
Capital Outlay Plan
FY 2022-23 thru 2026-2027

Campus Priority	System Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2022-23 (Year 1)	FY 2023-24 (Year 2)	FY 2024-25 (Year 3)	FY 2025-26 (Year 4)	FY 2026-27 (Year 5)	Total
4	30	C	ULL	Engineering Office and Classroom Facility	GOB	\$1,300,000	\$14,002,600					\$15,302,600
4	31	C	ULL	Engineering Office and Classroom Facility	SG			\$10,000,000				\$10,000,000
4	32	N	LTU	Carson-Taylor Hall Renovation	GOB		\$3,000,000	\$21,000,000	\$3,000,000			\$27,000,000
4	33	N	SELU	Anzalone Hall Renovation	GOB,S/G	\$1,000,000	\$1,972,012	\$1,599,395	\$200,000			\$4,771,407
4	34	N	NSU	Renovation of Roy Hall	GOB		\$5,369,826	\$4,393,494				\$9,763,320
4	35	C	UNO	Liberal Arts Building Renovation	GOB		\$1,465,314	\$10,989,853	\$2,197,971			\$14,653,138
4	36	N	MSU	Gayle Hall Renovations	GOB		\$546,463	\$6,011,088				\$6,557,551
4	37	E	GSU	Campus Utility Infrastructure Assessment and Emergency Repairs	GOB		\$2,921,600	\$6,500,000	\$2,500,000	\$950,000		\$12,871,600
5	38	E	GSU	Elevator Deficiencies	GOB		\$750,000	\$750,000	\$500,000			\$2,000,000
5	39	E	ULM	Emergency Repairs and Replacement for Underground Electrical Distribution System	GOB		\$308,333	\$3,083,334	\$308,333			\$3,700,000
5	40	C	NiSU	Renovation & Addition to Athletic Facility, Phase II	GOB, S/G		\$4,204,500					\$4,204,500
5	41	C	ULL	Health Care Education and Training Facility	GOB	\$750,000	\$40,380,000					\$41,130,000
5	42	C	ULL	Health Care Education and Training Facility	SG			\$10,000,000				\$10,000,000
5	43	N	MSU	Drew Hall & ETL Renovation	GOB		\$754,837	\$8,303,212				\$9,058,049
5	44	N	LTU	Wyly Tower Replacement	GOB		\$5,500,000	\$40,500,000	\$2,000,000			\$48,000,000
5	45	C	UNO	Bicentennial Education Center Renovations	GOB		\$661,608	\$4,962,060	\$992,412			\$6,616,080
5	46	N	SELU	University Center Equipment Replacement and Repairs	GOB		\$2,545,200					\$2,545,200
6	47	N	GSU	Long Jones Hall - Renovation	GOB		\$3,500,000	\$13,800,000	\$5,350,000			\$22,650,000
6	48	C	NiSU	Coastal Center Facility	GOB, S/G		\$9,250,000	\$10,750,000				\$20,000,000
6	49	N	ULM	Brown Auditorium Renovation	GOB		\$850,000	\$10,805,000				\$11,655,000
6	50	N	MSU	Kirkman Hall Renovation	GOB		\$834,150	\$9,175,650				\$10,009,800
6	51	N	ULL	Blanco Center	GOB		\$1,000,000					\$1,000,000
6	52	C	UNO	Central Utilities Plant Improvements	GOB		\$371,990	\$2,789,928	\$557,986			\$3,719,904
7	53	N	MSU	Renovations to Classrooms & Labs Campus-wide	GOB		\$3,600,000	\$3,600,000				\$7,200,000
7	54	N	ULL	Montgomery Hall Renovation	GOB		\$2,000,000	\$15,536,000				\$17,536,000
7	55	C	NiSU	Stopher Hall Restroom ADA Upgrade	GOB	\$133,544	\$1,516,456					\$1,650,000
7	56	C	UNO	Lafitte Village Renovations	GOB		\$738,068	\$5,535,513	\$1,107,103			\$7,380,684
7	57	N	ULM	Activity Center Generator Project	GOB		\$468,500					\$468,500
8	58	N	ULM	Digital Library Renovation & Library Carpet Replacement	GOB		\$634,000	\$8,315,400				\$8,949,400
8	59	C	UNO	Milneburg Hall Renovations	GOB		\$1,407,346	\$10,555,097	\$2,111,019			\$14,073,462
8	60	N	NiSU	Gouaux Hall Demolition, Replacement, Planning & Construction	GOB		\$3,150,000	\$15,750,000	\$21,100,000			\$40,000,000

UNIVERSITY OF LOUISIANA SYSTEM
Capital Outlay Plan
FY 2022-23 thru 2026-2027

Campus Priority	System Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2022-23 (Year 1)	FY 2023-24 (Year 2)	FY 2024-25 (Year 3)	FY 2025-26 (Year 4)	FY 2026-27 (Year 5)	Total
8	61	E	GSU	Campus Wide Major Repairs	GOB		\$750,000	\$700,000	\$800,000			\$2,250,000
9	62	N	NiSU	Welcome Center - Alumni House, Planning & Construction	GOB		\$200,000	\$2,300,000				\$2,500,000
9	63	N	ULM	School of Construction Practice Lab	GOB		\$420,000	\$5,197,000				\$5,617,000
9	64	N	UNO	Hotel, Restaurant, & Tourism Building Renovations	GOB		\$367,421	\$2,480,092	\$826,697			\$3,674,210
10	65	N	NiSU	Ellender Library Modernization, Phase I	GOB		\$474,666	\$4,570,412				\$5,045,078
10	66	N	ULM	Walker Hall Chiller and Cooling Tower	GOB		\$1,215,200					\$1,215,200
10	67	N	UNO	Fine Arts Building Renovations	GOB		\$581,621	\$4,362,158	\$872,432			\$5,816,211
11	68	N	UNO	Science Building Renovations	GOB		\$1,999,591	\$14,996,933	\$2,999,387			\$19,995,911
12	69	N	UNO	Biology Building Renovations	GOB		\$767,312	\$5,754,840	\$1,150,968			\$7,673,120
13	70	N	NiSU	Drainage Improvements & Raising Level of Streets, Planning & Construction, Campus Wide	GOB		\$5,000,000	\$5,000,000				\$10,000,000
13	71	N	UNO	Geology & Psychology Building Renovations	GOB		\$1,431,570	\$10,736,775	\$2,147,355			\$14,315,700
13	72	N	GSU	McCall Dining Hall - Cooling Tower piping, MCC Panel & Underground Piping.	GOB		\$800,000					\$800,000
14	73	N	NiSU	Conference Center	GOB		\$7,150,000	\$7,850,000				\$15,000,000
14	74	E	GSU	Favrot Student Union - Underground Piping	GOB		\$700,000					\$700,000
15	75	N	NiSU	Roof Replacements, Planning & Construction, Multi-Building	GOB		\$6,188,187					\$6,188,187
16	76	N	NiSU	New Residence Hall Building, Planning & Construction	GOB		\$1,464,000	\$16,804,000				\$18,268,000
17	77	N	NiSU	Student Life Center, Planning & Construction	GOB		\$1,650,000	\$1,850,000				\$3,500,000
18	78	N	NiSU	Fieldhouse, Planning & Construction	GOB, SG		\$790,405	\$2,794,455				\$3,584,860
19	79	N	NiSU	Peltier Hall Air Handlers Replacement	GOB		\$3,611,710					\$3,611,710
20	80	N	NiSU	Air Handlers Replacement, Planning & Construction, Multi-Building	GOB		\$2,626,454	\$2,657,909				\$5,284,363
21	81	N	NiSU	Chiller/Cooling Tower Replacement, Campus Main Chilled Water System	GOB		\$424,384	\$4,668,219				\$5,092,603
22	82	N	NiSU	Information Technology Center Renovation, Planning & Construction	GOB		\$897,212	\$4,045,275				\$4,942,487
23	83	N	NiSU	Polk Hall Renovation, Planning & Construction	GOB		\$2,259,960	\$2,382,463				\$4,642,423
24	84	N	NiSU	Electrical Upgrade Phase III	GOB		\$2,713,348					\$2,713,348
25	85	N	NiSU	Operations and Maintenance Building, Planning & Construction	GOB		\$2,482,500	\$3,517,500				\$6,000,000
		L	LTU	Property Acquisitions	GOB		\$1,000,000	\$1,000,000				\$2,000,000
		L	SLU	Property Acquisitions	GOB		\$1,600,000	\$3,500,000				\$5,100,000

Campus Priority	System Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2022-23 (Year 1)	FY 2023-24 (Year 2)	FY 2024-25 (Year 3)	FY 2025-26 (Year 4)	FY 2026-27 (Year 5)	Total
		L	ULL	Property Acquisitions	GOB	\$2,000,000	\$2,500,000	\$5,500,000				\$10,000,000
		L	ULM	Property Acquisitions	GOB		\$1,000,000					\$1,000,000
Total						\$29,938,711	\$335,564,306	\$451,409,615	\$85,604,342	\$3,825,000		\$906,341,974

E = Emergency Project

Grambling State University
Five Year Capital Outlay Plan
FY 2022-23 thru 2026-27

Campus Priority	Project Type (E, C, N, SG)	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2022-23 (Year 1)	FY 2023-24 (Year 2)	FY 2024-25 (Year 3)	FY 2025-26 (Year 4)	FY 2026-27 (Year 5)	Total
1	E	Reroof various buildings - Campus Wide	GOB		\$2,500,000	\$2,500,000	\$1,700,000			\$6,700,000
2	N	Criminal Justice Building (Alma J Brown School)	GOB		\$4,500,000	\$4,000,000	\$2,800,000			\$11,300,000
3	N	Improvements to Athletic Facilities - Eddie Robinson Stadium, Stadium Support, Track & Field Complex	GOB		\$6,000,000	\$5,050,000	\$5,000,000	\$2,500,000		\$18,550,000
4	E	Campus Utility Infrastructure Assessment and Emergency Repairs	GOB		\$2,921,600	\$6,500,000	\$2,500,000	\$950,000		\$12,871,600
5	E	Elevator Deficiencies	GOB		\$750,000	\$750,000	\$500,000			\$2,000,000
6	N	Long Jones Hall - Renovation	GOB		\$3,500,000	\$13,800,000	\$5,350,000			\$22,650,000
7	N	T H Harris - Renovation	GOB			\$6,500,000	\$6,000,000	\$3,000,000		\$15,500,000
8	E	Campus Wide Major Repairs	GOB		\$750,000	\$700,000	\$800,000			\$2,250,000
9	E	West Campus - Roofing Various buildings	GOB			\$400,000	\$350,000			\$750,000
11	N	Men's Gym - Renovations	GOB			\$4,650,000	\$3,500,000			\$8,150,000
12	N	Comprehensive ADA - Remediation	GOB			\$2,000,000	\$3,600,000	\$2,700,000	\$2,200,000	\$10,500,000
13	N	McCall Dining Hall - Cooling Tower piping, MCC Panel & Underground Piping.	GOB		\$800,000	\$500,000				\$1,300,000
14	E	Favrot Student Union - Underground Piping	GOB		\$700,000					\$700,000
		Total			\$22,421,600	\$47,350,000	\$32,100,000	\$9,150,000	\$2,200,000	\$113,221,600

Louisiana Tech University
Five Year Capital Outlay Plan
FY 2022-23 thru 2026-27

Campus Priority	Project Type (E, C, N, SG)	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2022-23 (Year 1)	FY 2023-24 (Year 2)	FY 2024-25 (Year 3)	FY 2025-26 (Year 4)	FY 2026-27 (Year 5)	Total
1	N	Madison Hall Renovation - Speech & Audiology	GOB		\$4,000,000	\$31,000,000	\$3,000,000			\$38,000,000
2	E	Comprehensive ADA - Remediation	GOB	\$500,000	\$2,500,000	\$5,000,000	\$2,500,000			\$10,500,000
3	E	Roofing / Waterproofing	GOB		\$3,250,000	\$3,500,000	\$3,000,000			\$9,750,000
4	N	Carson-Taylor Hall Renovation	GOB		\$3,000,000	\$21,000,000	\$3,000,000			\$27,000,000
5	N	Wyly Tower Replacement	GOB		\$5,500,000	\$40,500,000	\$2,000,000			\$48,000,000
6	N	Street and Drainage Repair	GOB			\$2,500,000	\$2,500,000	\$1,000,000		\$6,000,000
7	N	Applied and Natural Sciences Building	GOB			\$3,000,000	\$20,400,000	\$3,000,000		\$26,400,000
8	N	Woodard Hall Renovation	GOB				\$2,000,000	\$18,000,000	\$2,000,000	\$22,000,000
9	N	Nethken Hall Renovation	GOB				\$1,500,000	\$12,000,000	\$2,000,000	\$15,500,000
10	N	Band Building	GOB					\$1,500,000	\$9,000,000	\$10,500,000
11	N	Howard Renovation	GOB						\$17,000,000	\$17,000,000
12	N	Utility System Improvements	GOB						\$10,000,000	\$10,000,000
	L	Property Acquisitions	GOB		\$1,000,000	\$1,000,000				\$2,000,000
										\$0
Total				\$500,000	\$19,250,000	\$107,500,000	\$39,900,000	\$35,500,000	\$40,000,000	\$242,650,000

McNeese State University
Five Year Capital Outlay Plan
FY 2022-23 thru 2026-27

Campus Priority	Project Type (E, C, N, SG)	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2022-23 (Year 1)	FY 2023-24 (Year 2)	FY 2024-25 (Year 3)	FY 2025-26 (Year 4)	FY 2026-27 (Year 5)	Total
1	C	Contraband Bayou Erosion Retaining Wall - Phase II	GOB	\$7,516,997	\$1,000,000	\$2,000,000				\$10,516,997
2	C	Shearman Fine Arts Building	GOB		\$7,725,000					\$7,725,000
3	C	McNeese Disaster Recovery	GOB		\$20,000,000					\$20,000,000
4	N	Gayle Hall Renovations	GOB		\$546,463	\$6,011,088				\$6,557,551
5	N	Drew Hall & ETL Renovation	GOB		\$754,837	\$8,303,212				\$9,058,049
6	N	Kirkman Hall Renovation	GOB		\$834,150	\$9,175,650				\$10,009,800
7	N	Renovations to Classrooms & Labs Campus-wide	GOB		\$3,600,000	\$3,600,000				\$7,200,000
8	N	Holbrook Student Union Abatement and Demolition	GOB			\$2,000,000				\$2,000,000
9	N	Burton Business Center Renovation	GOB			\$650,000	\$6,500,000			\$7,150,000
10	N	Agriculture Building at Farm	GOB			\$1,363,637	\$13,636,363			\$15,000,000
11	N	Parking Garage 4th Level Addition	GOB			\$500,000	\$2,500,000			\$3,000,000
12	N	Cowboy Stadium Repairs and Code Upgrade	GOB				\$3,500,000			\$3,500,000
13	N	Repairs to Streets and Drainage Campus-wide	GOB				\$290,000	\$3,190,000		\$3,480,000
14	L	Land Acquisitions	GOB					\$2,152,500	\$1,575,000	\$3,727,500
										\$0
			Total	\$7,516,997	\$34,460,450	\$33,603,587	\$26,426,363	\$5,342,500	\$1,575,000	\$108,924,897

Nicholls State University
Five Year Capital Outlay Plan
FY 2022-23 thru 2026-27

Campus Priority	Project Type (E, C, N, SG)	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2022-23 (Year 1)	FY 2023-24 (Year 2)	FY 2024-25 (Year 3)	FY 2025-26 (Year 4)	FY 2026-27 (Year 5)	Total
1	E	ADA Upgrades, Multi-Building	GOB		\$4,862,623	\$4,862,623				\$9,725,246
2	E	Fire Alarm Integration, Multi-Building	GOB		\$2,107,906					\$2,107,906
3	E	Guidry Stadium Structural Repairs/Waterproofing	GOB		\$4,375,960					\$4,375,960
4	E	Campus Street Lighting Replacement	GOB		\$4,907,620					\$4,907,620
5	C	Renovation & Addition to Athletic Facility, Phase II	GOB, S/G		\$4,204,500					\$4,204,500
6	C	Coastal Center Facility	GOB, S/G		\$9,250,000	\$10,750,000				\$20,000,000
7	C	Stopher Hall Restroom ADA Upgrade	GOB	\$133,544	\$1,516,456					\$1,650,000
8	N	Gouaux Hall Demolition, Replacement, Planning & Construction	GOB		\$3,150,000	\$15,750,000	\$21,100,000			\$40,000,000
9	N	Welcome Center - Alumni House, Planning & Construction	GOB		\$200,000	\$2,300,000				\$2,500,000
10	N	Ellender Library Modernization, Phase I	GOB		\$474,666	\$4,570,412				\$5,045,078
11	N	Ellender Library Modernization, Phase II	GOB			\$394,416	\$4,570,412			\$4,964,828
12	N	Ellender Library Modernization, Phase III	GOB				\$509,564	\$5,833,436		\$6,343,000
13	N	Drainage Improvements & Raising Level of Streets, Planning & Construction, Campus Wide	GOB		\$5,000,000	\$5,000,000				\$10,000,000
14	N	Conference Center	GOB		\$7,150,000	\$7,850,000				\$15,000,000
15	N	Roof Replacements, Planning & Construction, Multi-Building	GOB		\$6,188,187					\$6,188,187
16	N	New Residence Hall Building, Planning & Construction	GOB		\$1,464,000	\$16,804,000				\$18,268,000
17	N	Student Life Center, Planning & Construction	GOB		\$1,650,000	\$1,850,000				\$3,500,000
18	N	Fieldhouse, Planning & Construction	GOB/SG		\$790,405	\$2,794,455				\$3,584,860
19	N	Peltier Hall Air Handlers Replacement	GOB		\$3,611,710					\$3,611,710
20	N	Air Handlers Replacement, Planning & Construction, Multi-Building	GOB		\$2,626,454	\$2,657,909				\$5,284,363
21	N	Chiller/Cooling Tower Replacement, Campus Main Chilled Water System	GOB		\$424,384	\$4,668,219				\$5,092,603
22	N	Information Technology Center Renovation, Planning & Construction	GOB		\$897,212	\$4,045,275				\$4,942,487
23	N	Polk Hall Renovation, Planning & Construction	GOB		\$2,259,960	\$2,382,463				\$4,642,423
24	N	Electrical Upgrade Phase III	GOB		\$2,713,348					\$2,713,348
25	N	Operations and Maintenance Building, Planning & Construction	GOB		\$2,482,500	\$3,517,500				\$6,000,000
Total				\$133,544	\$72,307,891	\$90,197,272	\$26,179,976	\$5,833,436	\$0	\$194,652,119

Northwestern State University
Five Year Capital Outlay Plan
FY 2022-23 thru 2026-27

Campus Priority	Project Type (E, C, N, SG)	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2022-23 (Year 1)	FY 2023-24 (Year 2)	FY 2024-25 (Year 3)	FY 2025-26 (Year 4)	FY 2026-27 (Year 5)	Total
1	C	Kyser Hall Replacement	GOB	\$2,738,170	\$34,570,000					\$37,308,170
2	N	Athletic Fieldhouse Improvements	GOB/SG		\$1,000,000	\$5,000,000				\$6,000,000
3	N	Renovation of AA Fredericks Fine Art Center	GOB		\$2,185,495	\$12,316,478	\$12,316,478			\$26,818,451
4	N	Renovation of Roy Hall	GOB		\$5,369,826	\$4,393,494				\$9,763,320
5	E	Replacement of Human and Performance Roof	GOB			\$749,710				\$749,710
6	N	Renovation of Warrington Nursing Building	GOB			\$6,496,179	\$6,203,046			\$12,699,225
7	N	Renovation of Watson Library	GOB			\$2,239,970	\$13,679,220	\$13,679,220		\$29,598,410
8	E	ADA Compliance - All Campuses	GOB			\$1,134,540	\$12,531,510			\$13,666,050
9	E	Replacement of Fournet Hall Roof	GOB	\$250,000		\$150,000				\$400,000
10	E	Replacement of Leesville Ed. Center Bldg. Roof	GOB				\$407,740			\$407,740
11	N	Renovation of Teacher Ed/HH&P Academic	GOB				\$4,409,030	\$19,840,275	\$19,840,275	\$44,089,580
12	N	Renovation of Bienvenu/Fournet Academic Science	GOB				\$2,791,231	\$12,560,515	\$12,560,515	\$27,912,261
13	N	Public Safety/Streets/Parking Upgrades	GOB				\$1,442,400	\$7,933,200	\$7,933,200	\$17,308,800
14	C	South Jefferson Extension	GOB	\$59,000				\$3,891,833		\$3,950,833
15	C	Multi-Purpose Center	GOB	\$72,000			\$4,261,377	\$19,176,731	\$19,176,731	\$42,686,839
			Total	\$3,119,170	\$43,125,321	\$32,480,371	\$58,042,032	\$77,081,774	\$59,510,721	\$273,359,389

Southeastern Louisiana University
Five Year Capital Outlay Plan
FY 2022-23 thru 2026-27

Campus Priority	Project Type (E, C, N, SG)	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2022-23 (Year 1)	FY 2023-24 (Year 2)	FY 2024-25 (Year 3)	FY 2025-26 (Year 4)	FY 2026-27 (Year 5)	Total
1	C	D Vickers Hall Renovation and Addition, Planning and Construction	GOB,S/G	\$11,000,000	\$15,134,799	\$2,100,000				\$28,234,799
2	N	Baton Rouge Nursing Center Renovation	GOB		\$6,742,757	\$2,742,758	\$600,000			\$10,085,515
3	N	Academic Athletic Training and Ancillary Athletic Facility	GOB		\$3,742,202	\$2,942,201	\$2,942,201	\$375,000		\$10,001,604
4	N	Anzalone Hall Renovation	GOB,S/G	\$1,000,000	\$1,972,012	\$1,599,395	\$200,000			\$4,771,407
5	N	University Center Equipment Replacement and Repairs	GOB		\$2,545,200					\$2,545,200
6	N	Land Acquisition	GOB		\$1,600,000	\$3,500,000				\$5,100,000
7	N	North Campus Main/Student Service Center Renovation & Addition and Space Utilization Partnership	GOB			\$1,731,900	\$9,525,450	\$9,525,450	\$400,000	\$21,182,800
8	N	White Hall & Mims Hall Renovation	GOB			\$1,062,512	\$5,993,815	\$5,993,815	\$700,000	\$13,750,142
9	N	Information Commons at Sims Library	GOB				\$1,438,563	\$7,912,097	\$7,912,098	\$17,262,758
10	N	McGehee Hall Renovation	GOB				\$373,700	\$2,130,350	\$2,130,350	\$4,634,400
11	N	Utility Infrastructure	GOB					\$2,000,000	\$10,000,000	\$12,000,000
12	N	Academic & Laboratory Facility	GOB					\$2,170,261	\$11,936,434	\$14,106,695
13	N	General Academic Building	GOB						\$2,245,195	\$2,245,195
14	N	Renovation for the Department of Fine Arts and Performing Arts	GOB						\$662,674	\$662,674
Total				\$12,000,000	\$31,736,970	\$15,678,766	\$21,073,729	\$30,106,973	\$35,986,751	\$146,583,189

University of Louisiana at Lafayette
Five Year Capital Outlay Plan
FY 2022-23 thru 2026-27

Campus Priority	Project Type (E, C, N, SG)	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2022-23 (Year 1)	FY 2023-24 (Year 2)	FY 2024-25 (Year 3)	FY 2025-26 (Year 4)	FY 2026-27 (Year 5)	Total
1	C	DeClouet Hall Renovation	GOB		\$500,000	\$3,850,000				\$4,350,000
2	C	Foster Hall Renovation	GOB		\$500,000	\$3,622,100				\$4,122,100
3	C	Madison Hall Renovation	GOB	\$2,000,000	\$18,000,000					\$20,000,000
4	C	Engineering Office and Classroom Facility	GOB	\$1,300,000	\$14,002,600					\$15,302,600
			SG			\$10,000,000				\$10,000,000
5	C	Health Care Education and Training Facility	GOB	\$750,000	\$40,380,000					\$41,130,000
			SG			\$10,000,000				\$10,000,000
6	N	Blanco Center	GOB		\$1,000,000					\$1,000,000
7	N	Montgomery Hall Renovation	GOB		\$2,000,000	\$15,536,000				\$17,536,000
8	N	Angelle Hall Renovation	GOB			\$2,000,000	\$10,000,000	\$4,900,000		\$16,900,000
9	N	Stephens Hall Renovation	GOB			\$700,000	\$8,200,000			\$8,900,000
10	N	Broussard Hall Renovation	GOB			\$600,000	\$5,120,000			\$5,720,000
11	N	Billeaud Hall Renovation	GOB			\$3,000,000	\$17,920,000	\$2,000,000		\$22,920,000
	N	Land Acquisitions	GOB	\$2,000,000	\$2,500,000	\$5,500,000				\$10,000,000
		Total		\$6,050,000	\$78,882,600	\$54,808,100	\$41,240,000	\$6,900,000		\$187,880,700

University of Louisiana Monroe
Five Year Capital Outlay Plan
FY 2022-23 thru 2026-27

Campus Priority	Project Type (E, C, N, SG)	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2022-23 (Year 1)	FY 2023-24 (Year 2)	FY 2024-25 (Year 3)	FY 2025-26 (Year 4)	FY 2026-27 (Year 5)	Total
1	C	Health Sciences Campus Renovations - Sugar Hall & Caldwell Hall	GOB	\$1,000,000	\$15,750,000					\$16,750,000
2	E	Strauss hall HVAC Renovation	GOB		\$100,000	\$1,100,000				\$1,200,000
3	E	ADA Accessibility - Campus Wide	GOB		\$700,000	\$7,000,000	\$700,000			\$8,400,000
4	E	Library Cooling Tower and HVAC Upgrades	GOB		\$1,500,000					\$1,500,000
5	E	Emergency Repairs and Replacement for Underground Electrical Distribution System	GOB		\$308,333	\$3,083,334	\$308,333			\$3,700,000
6	N	Brown Auditorium Renovation	GOB		\$850,000	\$10,805,000				\$11,655,000
7	N	Activity Center Generator Project	GOB		\$468,500					\$468,500
8	N	Digital Library Renovation & Library Carpet Replacement	GOB		\$634,000	\$8,315,400				\$8,949,400
9	N	School of Construction Practice Lab	GOB		\$420,000	\$5,197,000				\$5,617,000
10	N	Walker Hall Chiller and Cooling Tower	GOB		\$1,215,200					\$1,215,200
	L	Land Acquisition	GOB		\$1,000,000					\$1,000,000
Total				\$1,000,000	\$22,946,033	\$35,500,734	\$1,008,333			\$60,455,100

University of New Orleans
Five Year Capital Outlay Plan
FY 2022-23 thru 2026-27

Campus Priority	Project Type (E, C, N, SG)	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2022-23 (Year 1)	FY 2023-24 (Year 2)	FY 2024-25 (Year 3)	FY 2025-26 (Year 4)	FY 2026-27 (Year 5)	Total
1	E	Miscellaneous Roof Replacements	GOB		\$350,000	\$3,150,000				\$3,500,000
2	C	Bicentennial Education Roof Replacement	GOB		\$75,600	\$680,400				\$756,000
3	C	Central Utilities Plant Chiller Replacement	GOB		\$216,000	\$1,620,000	\$324,000			\$2,160,000
4	C	Liberal Arts Building Renovation	GOB		\$1,465,314	\$10,989,853	\$2,197,971			\$14,653,138
5	C	Bicentennial Education Center Renovations	GOB		\$661,608	\$4,962,060	\$992,412			\$6,616,080
6	C	Central Utilities Plant Improvements	GOB		\$371,990	\$2,789,928	\$557,986			\$3,719,904
7	C	Lafitte Village Renovations	GOB		\$738,068	\$5,535,513	\$1,107,103			\$7,380,684
8	C	Milneburg Hall Renovations	GOB		\$1,407,346	\$10,555,097	\$2,111,019			\$14,073,462
9	N	Hotel, Restaurant, & Tourism Building Renovations	GOB		\$367,421	\$2,480,092	\$826,697			\$3,674,210
10	N	Fine Arts Building Renovations	GOB		\$581,621	\$4,362,158	\$872,432			\$5,816,211
11	N	Science Building Renovations	GOB		\$1,999,591	\$14,996,933	\$2,999,387			\$19,995,911
12	N	Biology Building Renovations	GOB		\$767,312	\$5,754,840	\$1,150,968			\$7,673,120
13	N	Geology & Psychology Building Renovations	GOB		\$1,431,570	\$10,736,775	\$2,147,355			\$14,315,700
14	C	Electrical, Communications, and Fire Alarm Systems Upgrade Campus Wide	GOB			\$614,015	\$4,605,109	\$921,022		\$6,140,146
15	C	University Center Renovations	GOB				\$603,575	\$4,526,811	\$905,362	\$6,035,748
16	C	Administration Building Renovations	GOB				\$244,040	\$1,830,299	\$366,060	\$2,440,399
17	C	Administration Annex Building Renovations	GOB				\$216,535	\$1,624,010	\$324,802	\$2,165,347
			Total		\$10,433,441	\$79,227,664	\$20,956,589	\$8,902,142	\$1,596,224	\$121,116,060