

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

FACILITIES PLANNING COMMITTEE

June 24, 2021

Item G.1. **Louisiana Tech University's** request for approval to name the newly developed Virtual Anatomy Lab in Carson Taylor Hall, Room 237, "The Justin and Jeanette Hinckley Virtual Anatomy Lab."

EXECUTIVE SUMMARY

Louisiana Tech University seeks approval to name the newly developed Virtual Anatomy laboratory in Carson Taylor Hall, Room 237, "*The Justin and Jeanette Hinckley Virtual Anatomy Lab*" in recognition of the Hinckleys' strong support in the development and construction of the laboratory.

In its commitment to the preparation and success of health science students, the College of Applied and Natural Sciences has developed a virtual anatomy lab that is state-of-the art and state-of-the-future in preparing students to meet the challenges associated with our ever-changing health-related professions. The lab is equipped with a virtual dissection table which uses multi-layered 3D images of actual human and animal specimens that allows students to visualize and interact with anatomy, moving through the skin, muscle, and bone of each specimen. In addition, students are able to clearly visualize cardiovascular, nervous, muscular, and skeletal systems, as well as blood flow that can be vividly animated for any artery or vein in the body. Using a life-sized touchscreen, students can rotate structures, make multiple incisions, or undo any incision instantly.

To honor Justin and Jeanette Hinckley's significant contribution in making the development of the virtual anatomy lab possible, Louisiana Tech University seeks approval to name the lab as requested. Mr. and Mrs. Hinckley's contribution has provided the lab with an amazing array of technology that will give Louisiana Tech University students an unparalleled opportunity to excel academically and professionally.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval to name the newly developed Virtual Anatomy Lab in Carson Taylor Hall, Room 237, "*The Justin and Jeanette Hinckley Virtual Anatomy Lab*."



G.1.

LOUISIANA TECH
UNIVERSITY®

OFFICE OF THE PRESIDENT

May 28, 2021

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

The attached document regarding the newly developed Virtual Anatomy Laboratory in Carson Taylor Hall, room 237, the Justin and Jeanette Hinckley Virtual Anatomy Lab is being presented for consideration at the June 2021 meeting of the Board of Supervisors.

Your approval is requested.

Sincerely,

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

Leslie K. Guice
President

mol
Attachments

A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM

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

AN EQUAL OPPORTUNITY UNIVERSITY



LOUISIANA TECH UNIVERSITY®

Office of the President

May 28, 2021

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

Louisiana Tech University seeks approval from the University of Louisiana Board of Supervisors to name the newly developed Virtual Anatomy laboratory in Carson Taylor Hall, Room 237, the Justin and Jeanette Hinckley Virtual Anatomy Lab in recognition of the Hinckley's strong support in the development and construction of the laboratory.

In its commitment to the preparation and success of health science students, the College of Applied and Natural Sciences has developed a virtual anatomy lab that is state-of-the art and state-of-the-future in preparing students to meet the challenges associated with our ever-changing health-related professions. The lab is equipped with a virtual dissection table which uses multi-layered 3D images of actual human and animal specimens that allow students to visualize and interact with anatomy, moving through the skin, muscle, and bone of each specimen. In addition, students are able to clearly visualize cardiovascular, nervous, muscular, and skeletal systems, as well as blood flow that can be vividly animated for any artery or vein in the body. Using a life-sized touchscreen, students can rotate structures, make multiple incisions, or undo any incision instantly.

To honor Justin and Jeanette Hinckley's significant contribution in making the development of the virtual anatomy lab possible, Louisiana Tech University seeks approval to name the lab the Justin and Jeanette Hinckley Virtual Anatomy Lab. Mr. and Mrs. Hinckley's contribution has provided the lab with an amazing array of technology that will give Louisiana Tech University students an unparalleled opportunity to excel academically and professionally.

Thank you for your consideration.

Sincerely,

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

Leslie K. Guice
President

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

FACILITIES PLANNING COMMITTEE

June 24, 2021

Item G.2. **Louisiana Tech University's** request for approval to name two new student residential facilities as "The Robinson Suites" and "The Potts Suites."

EXECUTIVE SUMMARY

Louisiana Tech University seeks approval to rename two new student residential facilities, from the new "Aswell" Suites and the new "Dudley" Suites, to "*The Potts Suites*" and "*The Robinson Suites*," respectively. The two new residential facilities are adjacent to and temporarily named for existing traditional units, Aswell Hall and Dudley Hall.

James Earl Potts (1946-2002) was the first male African-American to enroll at Louisiana Tech University in Spring 1965, and Bertha Bradford-Robinson (1941-2021) was the first female African-American student to enroll in Fall 1965.

James Earl Potts was born in Jackson Parish and graduated from Jackson High school as valedictorian in May 1964. While enrolled at Grambling College (now Grambling State University), he decided to transfer to Louisiana Polytechnic Institute (now Louisiana Tech University). His family moved to Chicago, Illinois in 1966. While in Chicago, he worked for the transit system and the utility company before he moved his family to northern California in 1969. In the early 1970s, James wrote the original play "Beautiful Black Cat" that debuted at the Black Expo in San Francisco, and he was a part of the San Francisco Black Writers Workshop. He relocated to New York in the late 1970s and worked for the City of New York as a traffic officer until he moved to Jacksonville, Florida in 2001, where he lived until his death in 2002.

Bertha Bradford-Robinson studied speech and drama at Louisiana Tech before opening a daycare center. A variety of circumstances, including her love for children, inspired her to enroll in what is now the Human Ecology program. After graduating from Louisiana Tech in 1976, Bertha earned her master's and education specialist degree from Northwestern State University in Natchitoches. She furthered her studies at Ole Miss when she received a fellowship to attend and teach there in 1988-89, then returned to Jonesboro to continue her teaching and administrative career as a principal and as director of federal programs at the central office in Jackson Parish before her retirement in 2010. She also served as an adjunct professor at Louisiana Tech, where she taught education courses for 14 years.

Louisiana Tech University seeks the Board of Supervisors' approval to honor these groundbreaking individuals and to preserve their legacy for future generations by naming the two new student residential units in their memory.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval to name two new student residential facilities "The Potts Suites" and "The Robinson Suites."



G.2.

LOUISIANA TECH
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OFFICE OF THE PRESIDENT

May 28, 2021

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

The attached document regarding the naming of two (2) residential facilities, the new "Aswell Suites and the new "Dudley" Suites, to recognize Bertha Bradford Robinson and James Earl Potts is presented for consideration at the June 2021 meeting of the Board of Supervisors. Your approval is requested.

Sincerely,

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

Leslie K. Guice
President

mol
Attachments

A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM

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Office of the President

May 28, 2021

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

Louisiana Tech University seeks approval from the University of Louisiana Board of Supervisors to name two new student residential facilities, the new “Aswell” Suites and the new “Dudley” Suites, to recognize Bertha Bradford Robinson and James Earl Potts, respectively. The two new residential facilities are adjacent to and temporarily named for existing traditional units, Aswell Hall and Dudley Hall.

James Earl Potts (1946-2002) was the first male African-American to enroll at Louisiana Tech University in Spring 1965, and Bertha Bradford-Robinson (1941-2021) was the first female African-American student to enroll in Fall 1965.

James Earl Potts was born in Jackson Parish and graduated from Jackson High school as valedictorian in May 1964. While enrolled at Grambling College (now Grambling State University), he decided to transfer to Louisiana Poly technic Institute (now Louisiana Tech University). His family moved to Chicago, Illinois in 1966. While in Chicago, he worked for the transit system and the utility company before he moved his family to northern California in 1969. In the early 1970’s, James wrote the original play “Beautiful Black Cat” that debuted at the Black Expo in San Francisco, and he was a part of the San Francisco Black Writers Workshop. He relocated to New York in the late 1970’s and worked for the City of New York as a traffic officer until he moved to Jacksonville, Florida in 2001 where he lived until his death in 2002.

Bertha Bradford-Robinson studied speech and drama at Louisiana Tech before opening a day care center. A variety of circumstances, including her love for children, inspired her to enroll in what is now the Human Ecology program. After graduating from Louisiana Tech in 1976, Bertha earned her master’s and education specialist degree from Northwestern State University in Natchitoches. She furthered her studies at Ole Miss when she received a fellowship to attend and teach there in 1988-89, then returned to Jonesboro to continue her teaching and administrative career as a principal and as director of federal programs at the central office in Jackson Parish before her retirement in 2010. She also served as an adjunct professor at Louisiana Tech where she taught education courses for 14 years.

Louisiana Tech University seeks the Board of Supervisors' approval to honor these ground-breaking individuals and to preserve their legacy for future generations by naming the two new student residential units the Robinson Suites and the Potts Suites.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, reading "Leslie K. Guice". The signature is fluid and cursive, with the first name "Leslie" being the most prominent part.

Leslie K. Guice
President

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

FACILITIES PLANNING COMMITTEE

June 24, 2021

Item G.3. **Louisiana Tech University's** request for approval to execute a Ground Lease with the Louisiana Tech University Foundation, Inc., for the purpose of constructing a pedestrian plaza around the sculpture provided by the Percent for Art Program administered by the Office of Cultural Development, pursuant to La. R.S. 17:3361.

EXECUTIVE SUMMARY

The University is requesting approval to execute a Ground Lease with the Louisiana Tech University Foundation for the purpose of constructing a pedestrian plaza that will showcase the sculpture provided by the Percent for Art Program.

Buildings constructed with more than \$2 million in public funds in the state of Louisiana must be a part of the Percent for Art Program, which requires that one percent of the construction cost be reserved "to acquire, conserve, or restore and install works of art for display in, on, or on the grounds of the state building." Louisiana Tech reserved a portion of the costs from the construction at the College of Business Building, Tech Pointe, and the Integrated Engineering and Science Building as well as the renovation of University Hall to fund the creation of a sculpture that is worthy of the vision for the University's next 125 years.

The Percent for Art Program will not provide site improvement necessary to house and showcase the sculpture. The Louisiana Tech University Foundation has secured funds necessary to construct the plaza that will showcase the sculpture and make the plaza a showcase link of the traditional campus and Enterprise Campus. The project cost is estimated at \$260,000.

The Ground Lease will expire when a substantial completion document is signed and all construction is completed. Upon completion of the plaza, all improvements will be donated to the University.

RECOMMENDATION

It is recommended that the following resolutions be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request to execute a ground lease with the Louisiana Tech University Foundation, Inc., for the purpose of constructing a pedestrian plaza around the sculpture provided by the Percent for Art Program administered by the Office of Cultural Development, pursuant to La. R.S. 17:3361.

BE IT FURTHER RESOLVED, that Louisiana Tech University shall obtain final review from University of Louisiana System staff and legal counsel to the Board and any other appropriate approvals as needed prior to execution of documents.

BE IT FURTHER RESOLVED, that the President of Louisiana Tech University or his designee is hereby authorized and directed to execute the ground lease and donation described herein and any and all documents necessary in connection with the ground lease and donation..

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



G.3.

LOUISIANA TECH
UNIVERSITY®

OFFICE OF THE PRESIDENT

June 1, 2020

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

Buildings constructed with more than \$2 million in public funds in the state of Louisiana must be a part of the Percent for Art program, which requires 1 percent of the construction cost be reserved "to acquire, conserve, or restore and install works of art for display in, on, or on the grounds of the state building." Louisiana Tech reserved a portion of the costs from the construction at the College of Business Building, Tech Pointe, and the Integrated Engineering and Science Building (IESB) as well as the renovation of University Hall to fund the creation of a sculpture that is worthy of the vision for the University's next 125 years.

The Percent for the Art Project will not provide site improvement necessary to house and showcase the sculpture. The Louisiana Tech University Foundation has secured funds necessary to construct the plaza which will house showcase the sculpture and make the plaza a link of the traditional campus and Enterprise Campus.

We respectfully request permission to enter into a ground lease to allow the Louisiana Tech University Foundation to construct a pedestrian plaza to showcase the Aspire Sculpture. Upon completion of the plaza all improvements will be donated to the University.

Sincerely,

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

Leslie K. Guice
President



LEASE

STATE OF LOUISIANA

PARISH OF LINCOLN

KNOW ALL MEN BY THESE PRESENTS THAT:

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

Hereinafter referred to as "LESSOR" and,

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

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

WITNESETH

ARTICLE 1 LEASE OF PROPERTY

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

section of College Street between Texas Ave. and Louisiana Ave., as depicted in Exhibit A, on the Louisiana Tech University Campus, Ruston, Louisiana; hereinafter referred to as the "Leased Property". Site shall include only the construction site itself and not any building or other common areas not needed for support of the construction. Tenant shall be provided access through Lessor's property to the leased site in order to make improvements to the site.

1.2 Habendum Clause. TO HAVE AND TO HOLD a lease upon the Leased Property unto Tenant, Tenant's heirs and successors.

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

1.4 Purpose. The sole purpose for which Tenant is leasing the Leased Property and for which Lessor is granting this Lease is for Tenant to use the Leased Property described in 1.1 to construct a pedestrian plaza to showcase a sculpture contracted by the Percent for the Art program of the Louisiana Department of Culture and Tourism. Louisiana Tech must approve all plans and specifications prior to commencement of work.

ARTICLE 2 TERM

2.1 Term. The term of this Lease shall be for a period commencing on July 1, 2021, and ending at midnight on June 30, 2022, or at such time as donation of improvement is executed, whichever occurs first.

ARTICLE 3 RENT

3.1 Consideration. In consideration of said lease, Tenant agrees to construct a pedestrian plaza around the soon to be installed Percent for the Art sculpture, with standards satisfactory to Lessor.

ARTICLE 4 WARRANTY

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

4.2 Access. Lessor reserves the right, and shall, at all times, have access to the Leased Property for the exercise of all rights as Owner not specifically leased hereunder.

ARTICLE 5 UTILITIES

5.1 Payment. Lessor shall pay all utilities incurred with the operation of the Leased Property, as well as all deposits and service charges in connection therewith.

ARTICLE 6 MAINTENANCE AND REPAIRS

6.1 Obligation to Maintain. Tenant shall be obligated to keep the Leased Property in a reasonable state of cleanliness, considering the contractual activities contemplated by Tenant.

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

6.3 Regulations. Tenant hereby agrees that it shall comply with all laws and ordinances regulating its operations of Leased Property and that it will secure, at its own expense, all necessary permits and licenses from all governmental agencies or bodies.

ARTICLE 7 IMPROVEMENTS

7.1 Ownership. Tenant agrees that all permanent improvements or alterations made to the Leased Property, shall become the property of Lessor, and Tenant shall not be entitled to any credit, reimbursement or payment for such improvements. Upon completion of each project, Tenant shall donate or execute any document(s) necessary to convey any movable property which is incidental to or an accessory to the permanent improvement constructed on the Leased Property by Tenant.

7.1.2 Liens. Tenant, in connection with any work, construction, alteration or remodeling of Leased Property does hereby agree to indemnify, defend and hold Lessor harmless from any lien or privilege which may be filed against the Leased Property by virtue of any work or improvements done by or for the account of Tenant, the agents, contractors or subcontractors, and Tenant shall remove by payment or bonding, any such lien or privilege within thirty (30) days of filing of the same.

7.2 Installation of Movables. Tenant shall have the right to install any furniture, fixtures, equipment, machinery or other chattels or property of a similar non-permanent nature on the Leased Property.

7.2.1 Ownership. Lessor agrees that the title to all property placed on the Leased Property by Tenant as described in 7.2 shall be vested and remain with Tenant during the term of this Lease until donated by Tenant.

ARTICLE 8 INSURANCE

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

8.1 Insurance by Tenant. During construction of the improvements, Tenant shall, at Tenant's sole cost and expense, keep and maintain the following policies of insurance for the coverage and amounts set forth under each described insurance. The terms and conditions of said policies shall meet all of the standards, specifications, and conditions outlined on the attached Exhibit B. Tenant may meet these conditions by requiring Contractor to maintain the following policies of insurance for the coverage and amounts set forth under each described insurance. If Tenant contracts with multiple contractors, each individual contractor will have to comply with the insurance provisions. Contractor's insurance shall name both Tenant and Lessor as insureds.

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

8.1.1 Builder's Risk and Fire and Extended Coverage. Fire and extended coverage, together with vandalism and malicious mischief insurance for the full insurable value of the Leased Property and all improvements situated on the Leased Property, so as to avoid a co-insurance penalty at the time of any loss.

8.1.2 Comprehensive General Liability Insurance. Comprehensive general liability insurance insuring Tenant and Lessor against liability to the public or to any person using or present on the Leased Property, including the building and improvements located thereon during the term of the lease or any extension thereof, which insurance shall be in the amount of \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. Policy coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

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

8.1.4 Non-Cancellation Agreement. Each policy of insurance shall, to the extent obtainable, contain an agreement by the insurer that such policies shall not be canceled unless at least thirty (30) days prior written notice is given to Lessor.

8.2 Certificates of Insurance. Tenant shall provide Lessor, within five (5) days after the effective date of this Lease, certificates of insurance evidencing the effectiveness of the insurance coverage required under 8.1, which certificates of insurance shall bear notations evidencing the payment of premiums or accompanied by other reasonable evidence of such payment by Tenant or Contractor.

ARTICLE 9 TAXES AND ASSESSMENTS

9.1 Personal Property Taxes. Tenant shall be responsible for all property taxes or assessments during the terms of this lease, on the personal property,

equipment, leasehold interest, furniture and fixtures, whether movable or immovable, which Tenant may place on the Leased Property.

ARTICLE 10 INDEMNITY

10.1 Indemnity. Tenant shall indemnify, defend and hold harmless Lessor of and from any and all suits, claims, actions, causes of action, losses, expenses or damages, including attorney's fees, relating to, in connection with, or arising out of or resulting from the use and enjoyment of the Leased Property and all privileges granted herein by this Lease to Tenant, with respect to all persons, including all agents, employees, servants or invitees of Tenant, as well as all property, whether emanating by way of intentional acts, negligence, non-performance or strict liability, and Lessor is further extended the immunity from liability provided by LSA-R.S. 9:3221. As a further consideration of this contract, Tenant, for itself and its successors, assigns, agents, contractors, employees, invitees, customers and licensees, especially releases Lessor from any and all warranties against vices and/or defects, of the Leased Property and all liability for damages suffered from said vices and/or defects and Tenant obligates itself to hold Lessor harmless against any loss for damages or injuries that may be suffered by any person, including Tenant's agents, contractors, employees, invitees and licensees, caused by or resulting from any defects of the Leased Property. In addition, Tenant agrees to defend Lessor in any legal action against it and pay in full or satisfy any claims, demands, or judgments made or rendered against Lessor and to reimburse Lessor for any legal expense, including attorney's fees and court costs, which may be incurred by it in defense of any claim or legal action.

ARTICLE 11
ASSIGNMENT OR SUBLEASE

11.1 Assignment or Sublease. Tenant shall not have the right to assign the Lease in whole or in part, nor sublet the Leased Property, in whole or part, without the prior written consent of Lessor. Any attempted assignment or sublease without the written consent of Lessor shall be null and void as to Lessor.

ARTICLE 12
DEFAULT

12.1 Default. If Tenant shall default in any condition or covenant of this Lease, and if such default continues for a period of thirty (30) days after Lessor has notified Tenant of such default and its intention to declare the Lease forfeited, it is thereupon considered terminated or should an execution be issued against Tenant then, and in such event, this lease shall become null and void.

12.2 In the event of default, Tenant agrees to pay all costs of eviction, repossession, or other judicial remedies available by law and agrees to pay reasonable attorney fees. Lessor shall be entitled to twelve (12%) per annum interest on such amount due after default until paid and said attorney fees shall not be less than (15%) nor more than twenty-five (25%) of the amount due.

ARTICLE 13
NOTICES

13.1 Notices. Any notice, communication, and/or consent provided or permitted to be given, made or accepted by either party must be in writing, and unless otherwise expressly provided herein, shall be deemed properly given or served only if delivered personally to the other party hereto or sent by certified mail, return receipt requested, to the respective parties at the following address:

Lessor: c/o Sam Wallace
Associate Vice President for Administration and Facilities
P.O. Box 3151
Ruston, LA 71272

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

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

ARTICLE 14 SURRENDER OF POSSESSION

14.1 Surrender of Possession. At the expiration of the Lease, or its termination for other causes, Tenant is obligated to immediately peaceably surrender possession to Lessor. Tenant expressly waives any notice to vacate at the expiration of this Lease and all legal delays, and hereby confesses judgment, including costs, placing Lessor in possession to be executed at once. Should Lessor allow or permit Tenant to remain on the Leased Property after the expiration of this Lease, or the expiration of any renewal term of this lease, such shall expressly not be construed as a reconduction of this Lease.

ARTICLE 15
SPECIFIC PERFORMANCE

15.1 Specific Performance. Should Lessor or Tenant fail to perform any of the respective obligations of each set forth in this lease, then the other party shall have the right to demand specific performance and/or damages, plus reasonable attorney's fee.

ARTICLE 16
BINDING EFFECT

16 Binding Effect. With the exceptions hereinabove mentioned, all the covenants, provisions, terms and agreements and conditions of this lease shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto as fully as upon said parties.

ARTICLE 17
GENDER

17.1 Gender. Where the word "Lessor" or the word "Tenant" occurs in this instrument or is referred to the same shall be construed as singular or plural, masculine, feminine or neuter, as the case may be.

ARTICLE 18
SEVERABILITY

18.1 Severability. If any provisions of this Lease shall be construed to be illegal or invalid, it shall not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provisions shall be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein. All other provisions hereof shall continue in full force and effect.

ARTICLE 19
EFFECTIVE DATE

19.1 Effective Date. The effective date of this Lease, irrespective of the date of execution by Lessor or Tenant, shall be July 1, 2021.

Signature Page:

Lease Agreement between Louisiana Tech University and Louisiana Tech University.

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

WITNESSES:

**LOUISIANA TECH UNIVERSITY
FOUNDATION, INC.**

Brooks Hull

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

WITNESSES:

LOUISIANA TECH UNIVERSITY

Dr. Leslie K. Guice

EXHIBIT A

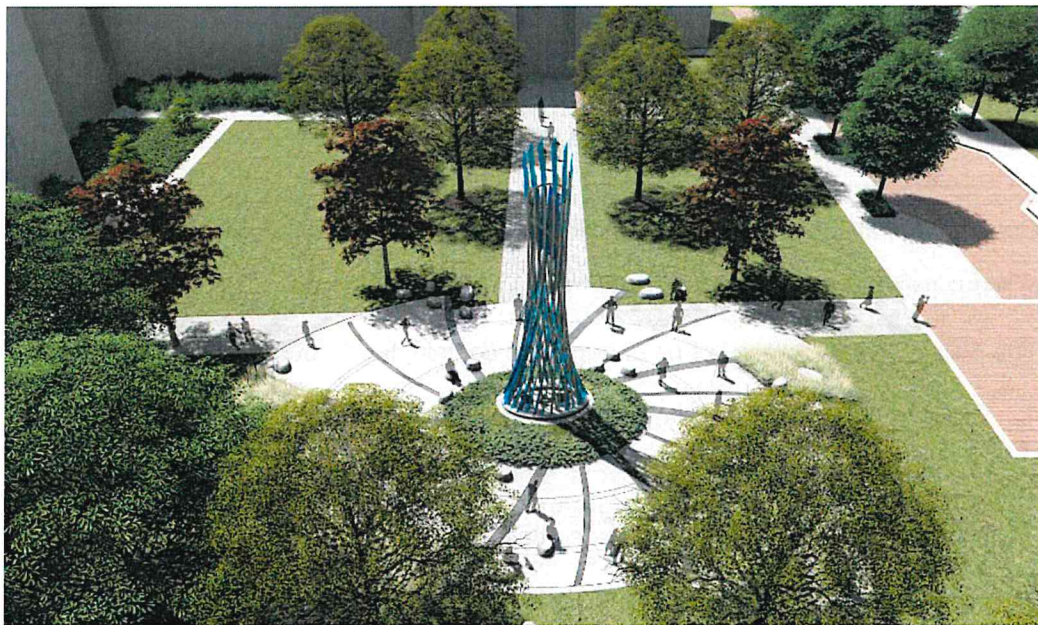


EXHIBIT B

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

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

2. Commercial General Liability

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

3. Automobile Liability

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

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

1. Commercial General Liability and Automobile Liability Coverages

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

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

2. Workers Compensation and Employers Liability Coverage

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

3. All Coverages

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

D. ACCEPTABILITY OF INSURERS

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

E. VERIFICATION OF COVERAGE

1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
2. The Certificate Holder Shall be listed as follows:

State of Louisiana
Agency Name, Its Officers, Agents, Employees and Volunteers
Address, City, State, Zip
Project or Contract #:
3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated.

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

F. SUBCONTRACTORS

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

G. WORKERS COMPENSATION INDEMNITY

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

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

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

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

FACILITIES PLANNING COMMITTEE

June 24, 2021

- Item G.4.** **McNeese State University's** request for approval to enter into a Facility Lease Agreement with the McNeese State University Foundation for the University's continued use and operation of the Center for Advancement of Meat Production and Processing (CAMPP).

EXECUTIVE SUMMARY

In 2011, the Board approved McNeese State University's request to enter into a Cooperative Endeavor Agreement for the creation of the Center for Advancement of Meat Production and Processing (CAMPP). To carry out the Cooperative Endeavor Agreement, the University and the Foundation entered into a Facilities Lease Agreement for McNeese to manage and operate the facility.

For the past 10 years, McNeese has successfully managed and operated CAMPP. This has included agricultural science educational activities and training and workforce development activities, which have provided agricultural education benefits to the Southwest Louisiana community and the students of McNeese State University. Agricultural educational activities have included training in meat processing, packaging, preservation, marketing, branding, and transportation of meat products.

The original facilities lease will expire on June 30, 2021, and the parties would like to enter into a new lease agreement under the same general terms and conditions. The primary term of this lease is July 1, 2021 until June 30, 2026. This agreement may be renewed for one additional five-year term from July 1, 2026 to June 30, 2031, with mutual consent of both parties.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request to enter into a Facility Lease Agreement with the McNeese State University Foundation for the University's continued use and operation of the Center for Advancement of Meat Production and Processing (CAMPP).

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

BE IT FURTHER RESOLVED, that the President of McNeese State University and/or his designee are hereby authorized and directed to execute the facility lease described herein and any and all documents necessary in connection with the facility lease.

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



G.4.

June 3, 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 enter into a Facility Lease Agreement with the McNeese State University Foundation for the University's continued use and operation of the Center for Advancement of Meat Production and Processing (CAMPP).

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the June 24, 2021 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel
President

Attachments

**STATE OF LOUISIANA
FACILITY LEASE AGREEMENT BETWEEN
McNEESE STATE UNIVERSITY FOUNDATION AND McNEESE STATE UNIVERSITY**

This Facilities Lease Agreement is entered into by and between the McNeese State University Foundation, a 501 C 3 Corporation, represented herein by its duly authorized President, Butch Ferdinandsen, hereinafter referred to as "FOUNDATION," and McNeese State University, herein represented by Dr. Daryl V. Burckel, President, hereinafter referred to as "McNEESE."

WHEREAS, McNEESE provides educational opportunities to students who wish to study agricultural sciences;

WHEREAS, the McNEESE College of Agricultural Sciences is in need of labs and facilities for its students to apply what they have learned in the classroom and to have hands on experiences in the meat processing, packaging, preservation, marketing and transportation businesses;

WHEREAS, the FOUNDATION purchased the Meat Packing Plant with funds from the State of Louisiana Disaster Recovery Unit Funds in an effort to allow the FOUNDATION to provide labs and facilities to the McNEESE College of Agricultural Sciences so that its students can receive hands-on experience, and support economic development by providing jobs in meat science and meat harvesting activities;

WHEREAS, the McNEESE College of Agricultural Sciences seeks to provide jobs supporting economic development;

WHEREAS, The State of Louisiana, Division of Administration, Office of Community Development; McNeese State University Foundation; and the Board of Supervisors-University of Louisiana System have entered into a cooperative endeavor agreement, herein after referred to as COOPERATIVE ENDEAVOR AGREEMENT, to provide for the FOUNDATION to receive the Meat Packing Plant land and facilities;

WHEREAS, the COOPERATIVE ENDEAVOR AGREEMENT required the FOUNDATION to lease the land and facilities to McNEESE;

WHEREAS, the FOUNDATION agrees to lease the land and facilities to McNEESE so that McNEESE may provide land and facilities to the College of Agricultural Sciences.

**STATE OF LOUISIANA
FACILITY LEASE AGREEMENT BETWEEN
McNEESE STATE UNIVERSITY FOUNDATION AND McNEESE STATE UNIVERSITY**

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1.

The FOUNDATION will provide land and all facilities of the "meat packing plant," for the use of McNEESE, including a working facility and equipment, all of which are located on land which is described as follows:

Address is 19087 South Frontage Road, in the City of Iowa, Louisiana, 70647, and legally described as a portion of Lot 6 of a survey titled "Division of Louis J. Roussel, Jr., tract" by Michael P. Guidry located in Section 25, Township 9S, Range 6W, La Meridian, Jefferson Davis Parish, Louisiana. Begin at the Northeast corner of Lot 6 of a Survey titled "Division of Louis J. Roussel, Jr. Tract" by Michael P. Guidry dated April 16, 2002, Revised May 13, 2002, thence South 00E22'11": East a distance of 1553.05 feet, thence North 89 E50'15" West a distance of 578.16 feet, thence North 00E52'07" West a distance 799.40', thence North 89E47'45" East a distance of 277.10 feet, thence North 00E22'11" West a distance of 750.00 feet, thence North 89E47'45" East a distance of 308.00 feet to the point of beginning, containing 16.00 acres, with all improvements, component parts, attachments, rights, privileges, advantages, servitudes, and accessories relative thereto.

McNEESE will operate and manage the meat packing plant and will conduct agricultural science educational activities, training and workforce development activities, thus providing agricultural education benefits to the Southwest Louisiana community and the students of McNEESE. Agricultural educational activities include, but are not limited to, training in meat processing, packaging, preservation, marketing, branding, and transportation; a culinary certificate program may be developed.

2.

The primary term of this lease is from July 1, 2021 until June 30, 2026. This agreement may be renewed for one (1) additional five (5) year term from July 1, 2026 to June 30, 2031, with mutual consent of both parties.

3.

McNEESE agrees to return the premises to the FOUNDATION upon termination of this agreement in substantially the same condition, except for ordinary wear and tear, as when the meat packing plant was initially leased to McNEESE.

**STATE OF LOUISIANA
FACILITY LEASE AGREEMENT BETWEEN
McNEESE STATE UNIVERSITY FOUNDATION AND McNEESE STATE UNIVERSITY**

4.

The FOUNDATION agrees to carry Fire and Extended Coverage Insurance on the building structures equal to 100% of their value. McNEESE AND the FOUNDATION acknowledge and agree that the meat packing plant facility was acquired by the FOUNDATION for the sole purpose of providing the facility exclusively for the use and benefit of McNEESE. Considering the purpose of the facility acquisition, McNEESE agrees to reimburse the FOUNDATION, on an annual basis, costs of providing the Fire and Extended Coverage Insurance of the facility. The FOUNDATION and McNEESE together will review the extent of coverage, costs, and other considerations on an annual basis so that the FOUNDATION may obtain sufficient insurance coverage and at a reasonable cost to McNEESE.

McNEESE agrees to carry commercial general liability insurance of \$2,500,000 combined single limits per occurrence for Bodily Injury/Property Damage claims for those incidents in which the occurrence is the result of the negligence of McNEESE, its agents, employees, and invitees. For the interest of McNEESE and its employees; the FOUNDATION shall be named as an additional insured.

McNEESE also agrees to carry workman's compensation coverage for all employees involved in the operation of the meat packing facility.

5.

McNEESE and the FOUNDATION shall defend, indemnify and hold each other harmless from and against all suits, actions, claims, judgments, demands, costs, expenses, losses, all the liabilities arising out of or relating to this agreement, including, without limitation, reasonable attorney and other professional fees and costs, when such is due to the action or failure to act, be it due to negligent or intentional acts of its employees, agents, directors, officers or servants.

McNeese State University hereby agrees to protect, indemnify and hold the FOUNDATION harmless from any and all suits, actions, claims, judgments, demands, costs, expenses, losses, demands or suits of any nature, or property damage, personal injury or death arising out of and in connection with or incidental to the work performed under this lease, with the exception of those listed above. This includes, but is not limited to, the indemnification of any and all liability arising from claims raised under Civil Code Articles 2317.1 and 2322, addressing strict liability of the owner of a building or property.

The FOUNDATION agrees that to the extent any action, right or participation in or to a claim enures solely to their benefit as the owner of the land and buildings, such shall be and is assigned, transferred and awarded to McNeese State University with full authority to exercise same on its behalf.

Should a party be obligated to pay an amount or perform an act because of its own negligence or misconduct or that of its agents, employees, contractors, guests or invitees, such obligation shall be

**STATE OF LOUISIANA
FACILITY LEASE AGREEMENT BETWEEN
McNEESE STATE UNIVERSITY FOUNDATION AND McNEESE STATE UNIVERSITY**

mitigated to the extent of any comparable fault of misconduct of the other party or that of its agents, employees, contractors, guests or invitees, as determined by a court of law and any damages shall be apportioned based on the relevant amount of negligence or willful misconduct as determined by a court of law.

6.

The FOUNDATION herewith grants McNEESE the right to make capital improvements to the facilities, and further, to add to or to install in the premises any fixtures, appurtenances, appliances, coverings, or other such objects, as McNEESE may desire, provided that the installations and alterations are consistent with the purposes described in numbered paragraph 1, above. Upon termination of this agreement, McNEESE may remove at its expense any improvement which McNEESE paid for out of University funds, provided that McNEESE restores the premises to substantially the same condition as existed at the time of occupancy by McNEESE.

7.

McNEESE shall have sole authority to make decisions concerning the day-to-day management, maintenance, and operation of the meat packing plant during the term of the agreement.

8.

Neither the FOUNDATION nor McNEESE shall assign any interest in this agreement by assignment, transfer, or novation, without prior written consent of the other party.

9.

All records, reports, documents, and other materials delivered or transmitted to the FOUNDATION by McNEESE shall remain the property of McNEESE, and shall be returned by the FOUNDATION to McNEESE, at the FOUNDATION'S expense, at termination or expiration of this agreement. All records, reports, documents, or other materials related to this agreement and/or obtained or prepared by the FOUNDATION in connection with the performance of the services contracted for herein shall become the property of McNEESE, and shall, upon request, be returned by the FOUNDATION to McNEESE, at the FOUNDATION'S expenses, at termination or expiration of this agreement.

**STATE OF LOUISIANA
FACILITY LEASE AGREEMENT BETWEEN
McNEESE STATE UNIVERSITY FOUNDATION AND McNEESE STATE UNIVERSITY**

10.

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts that relate to this agreement.

11.

The FOUNDATION will not require McNEESE to pay a lease payment related to this Facilities Lease Agreement.

12.

The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

13.

Either FOUNDATION OR McNEESE may terminate this Lease for cause based upon the failure of the other to comply with the terms and/or conditions of the Lease; provided that the notifying party shall give the non-complying party written notice specifying its failure. If within thirty (30) days after receipt of such notice, the non-complying party shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the notifying party may, at its option, terminate on the date specified in such notice.

14.

The FOUNDATION or McNEESE may terminate this lease for convenience by giving thirty (30) days written notice.

15.

The FOUNDATION agrees to maintain the facility so that McNEESE, a public institution, may use the facility for its services, programs and activities in compliance with the ADA.

**STATE OF LOUISIANA
FACILITY LEASE AGREEMENT BETWEEN
McNEESE STATE UNIVERSITY FOUNDATION AND McNEESE STATE UNIVERSITY**

16.

McNEESE and the FOUNDATION agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and McNEESE and the FOUNDATION agree to abide by the requirements of the Americans with Disabilities Act of 1990. McNEESE and the FOUNDATION agree not to discriminate in its employment practices, and will render services under this agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disabilities. Any act of discrimination committed, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

17.

This Agreement constitutes the entire Agreement between the Parties and supersedes any prior oral or written understandings or agreements of the Parties. All amendments to this Agreement must be in writing signed by both the parties.

SIGNATURE PAGE FOLLOWS

STATE OF LOUISIANA
FACILITY LEASE AGREEMENT BETWEEN
McNEESE STATE UNIVERSITY FOUNDATION AND McNEESE STATE UNIVERSITY

THUS DONE AND SIGNED on the ____ day of _____, 2021, in Lake Charles, Parish of Calcasieu, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

McNEESE STATE UNIVERSITY FOUNDATION

WITNESSES:

By: _____
President

IN WITNESSES WHEREOF, the parties have signed this agreement in the present of witnesses at Lake Charles, Louisiana on _____.

NOTARY PUBLIC

IN WITNESSES WHEREOF, the parties have signed this agreement in the present of witnesses at Lake Charles, Louisiana on _____.

McNEESE STATE UNIVERSITY

WITNESSES:

By: _____
President

IN WITNESSES WHEREOF, the parties have signed this agreement in the present of witnesses at Lake Charles, Louisiana on _____.

NOTARY PUBLIC

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

FACILITIES PLANNING COMMITTEE

June 24, 2021

Item G.5. **Nicholls State University's** request for approval to enter into a land lease with the Nicholls State University Foundation to construct a new baseball field house on the campus of Nicholls State University, pursuant to La. R.S. 17:3361.

EXECUTIVE SUMMARY

The University is requesting approval to enter into a land lease with the Nicholls State University Foundation. The land lease consists of the property of a total area approximate size of 5,682 square feet located next to Ray E. Didier Baseball Field on the Nicholls State University campus. Donor funding obtained by the Foundation will fund the construction of a new Baseball Field House at an approximate cost of \$1.2 million. The Facility will be used as a locker room, team meeting facility, and office space.

The University will grant a two-year period for completion of the project. Upon completion of the project, the Foundation will execute a donation to the University of the completed project. The lease will terminate on June 30, 2024, or upon completion of the construction of the new facilities.

Please refer to the attached site location map and photos of the structures.

RECOMMENDATION

It is recommended that the following resolution be adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University's request for approval to enter into a land lease with the Nicholls State University Foundation to construct a new baseball field house on the campus of Nicholls State University, pursuant to La. R.S. 17:3361.

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

BE IT FURTHER RESOLVED, that the President of Nicholls State University and/or his designee are hereby authorized and directed to execute the said land lease and act of donation described herein and any and all documents necessary in connection with the acceptance of the property donation described herein.

AND FURTHER, that Nicholls State University will provide the 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]

G.5.

June 3, 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 June 24, 2021 meeting of the Board of Supervisors for the University of Louisiana System:

Lease Agreement with Nicholls Foundation for Baseball Field House Building.

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

GROUND LEASE

**STATE OF LOUISIANA
PARISH OF LAFOURCHE**

KNOW ALL MEN BY THESE PRESENTS THAT:

**BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA
SYSTEM** with and on behalf of Nicholls State University, represented herein by Dr.
John Clune duly authorized by resolution of said Board of Supervisors,

Hereinafter referred to as "**LESSOR**" and,

NICHOLLS STATE UNIVERSITY FOUNDATION, a non-profit corporation,
domiciled in Lafourche Parish, Louisiana, with its address of P. O. Box 2074,
Thibodaux, Louisiana 70310, represented herein by its duly authorized representative
Christopher Riviere, President of the Nicholls State University Foundation.

Hereinafter referred to as "**TENANT**", have covenanted and agreed as follows:

WITNESSETH

ARTICLE 1 LEASE OF PROPERTY

1.1 Lease of Property. In accordance with R. S. 17:3361, Lessor, in consideration of the rent, covenants, agreements and conditions hereinafter set forth, which TENANT hereby agrees shall be paid, kept and performed by TENANT, does hereby lease, let, demise and rent exclusively unto Tenant, and Tenant does hereby rent and lease from Lessor the following described property, together with all improvements thereon, all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Lafourche Parish, Louisiana, to-wit:

All the property described on Exhibit A, the "Leased Property".

1.2 Habendum Clause. TO HAVE AND TO HOLD a lease upon the Leased Property unto Tenant, Tenant's heirs and successors.

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

1.4 Purpose. The primary purpose for which Tenant is leasing the Lease Property, and for which Lessor is granting this Lease, is for Tenant to construct a new baseball field house on project adjacent to Ray E. Didier Baseball Field on the campus of Nicholls State University, identified in Exhibit A, hereinafter the “Project” at an approximate cost of \$1.2 Million. The new facility warranty will be executed in favor of Lessor at time of completion. Plans and specifications for improvements in the Project must be approved by Lessor prior to installation.

ARTICLE 2 TERM

2.1 Term. The term of this Lease shall be for a period commencing on the date of execution and ending at midnight on the 30th day of June 2024 or at such time as donation of improvements is executed whichever occurs first.

ARTICLE 3 RENT

3.1 Consideration. In consideration of said Lease, Tenant shall pay one dollar (\$1.00) per year and does agree to proceed with the improvements in the Project as defined in Article 1.4 in substantial accordance with standards satisfactory to Lessor.

ARTICLE 4 WARRANTY

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

4.2 Access. Lessor reserves the right, and shall, at all times, have access to the Leased Property for the exercise of all rights as Owner not specifically leased hereunder.

ARTICLE 5 UTILITIES

5.1 Payment. Lessor shall pay all utilities incurred with the operation of the Leased Property, as well as all deposits and service charges in connection therewith.

ARTICLE 6 MAINTENANCE AND REPAIRS

6.1 Obligation to Maintain. Tenant shall be obligated to keep the Leased Property in a reasonable state of cleanliness, considering the contractual activities contemplated by Tenant.

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

6.3 Regulations. Tenant hereby agrees that it shall comply with all laws and ordinances regulating its operations of Leased Property and that it will secure, at its own expense, all necessary permits and licenses from all governmental agencies or bodies.

ARTICLE 7 IMPROVEMENTS

7.1 Ownership. Tenant agrees that all permanent improvements or alterations made to the Leased Property shall become the property of Lessor and Tenant shall not be entitled to any credit, reimbursement or payment for such improvements at the time of the donation of the project to the Lessor. At the end of the lease period, Tenant shall donate or execute any other document necessary to convey any movable property which is incidental to or an accessory to the permanent improvement constructed on the Leased Property by Tenant.

7.1.2 Liens. Tenant, in connection with any work, construction, alteration or remodeling of Leased Property does hereby agree to indemnify, defend and hold Lessor harmless from any lien or privilege which may be filed against the Leased Property by virtue of any work or improvements done by or for the account of Tenant, the agents, contractors or subcontractors, and Tenant shall remove by payment or bonding, any such lien or privilege within thirty (30) days of filing of the same.

7.2 Installation of Movables. Tenant shall have the right to install any furniture, fixtures, equipment, machinery or other chattels or property of a similar non-permanent nature on the Leased Property.

7.2.1 Ownership. Lessor agrees that the title to all property placed on the Leased Property by Tenant as described in 7.2 shall be vested and remain with Tenant during the term of this Lease, ceasing at the time of the termination of the Lease and donation of the Project as described herein.

ARTICLE 8 INSURANCE

8.1 Insurance by Tenant. During the term of this Lease Tenant, and the Tenant's contractors and sub-contractors shall, at Tenant's, contractor's and sub-contractor's sole cost and expense, keep and maintain the following policies of insurance for the coverage and amounts set forth under each described insurance. The terms and conditions of said policies shall meet all the standards, specifications, and conditions outlined on the attached Exhibit B.

8.1.1 Builder's Risk and Fire and Extended Coverage. Fire and extended coverage, together with vandalism and malicious mischief insurance for the full insurable value of the Leased Property and all improvements situated on the Leased Property, so as to avoid a co-insurance penalty at the time of any loss.

8.1.2 Comprehensive General Liability Insurance. Comprehensive general liability insurance insuring Tenant and Lessor against liability to the public or to any person using or present on the Leased Property, including the building and improvements located thereon during the term of the Lease or any extension thereof, which insurance shall be in the amount of \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. Policy coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

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

8.1.4 Non-Cancellation Agreement. Each policy of insurance shall, to the extent obtainable, contain an agreement by the insurer that such policies shall not be canceled unless at least thirty (30) days prior written notice is given to Lessor.

8.2 Certificates of Insurance. Tenant, and the Tenant's contractors and sub-contractors shall provide Lessor, within five (5) days after the effective date of this Lease, certificates of insurance evidencing the effectiveness of the insurance coverage required under 8.1, which certificates of insurance shall bear notations evidencing the payment of premiums or accompanied by other reasonable evidence of such payment by Tenant and Tenant's contractors and sub-contractors.

ARTICLE 9 TAXES AND ASSESSMENTS

9.1 Personal Property Taxes. Tenant shall be responsible for all property taxes or assessments during the terms of this Lease on the personal property, equipment, leasehold interest, furniture and fixtures, whether movable or immovable, which Tenant may place on the Leased Property.

ARTICLE 10 INDEMNITY

10.1 Indemnity. Tenant, the Tenant's contractors and sub-contractors shall indemnify, defend and hold harmless Lessor of and from any and all suits, claims, actions, causes of action, losses, expenses or damages, including attorney's fees, relating to, in connection with, or arising out of or resulting from the use and enjoyment of the Leased Property and all privileges granted herein by this Lease to Tenant, with respect to all persons, including all agents, employees, servants or invitees of Tenant, as well as all property, whether emanating by way of intentional acts, negligence, non-performance or strict liability, and Lessor is further extended the immunity from liability provided by LSA-R.S. 9:3221. As a further consideration of this contract, Tenant, for itself and its successors, assigns, agents, contractors, employees, invitees, customers and licensees, especially releases Lessor from any and all

warranties against vices and/or defects, of the Leased Property and all liability for damages suffered from said vices and/or defects and Tenant obligates itself to hold Lessor harmless against any loss for damages or injuries that may be suffered by any person, including Tenant's agents, contractors, employees, invitees and licensees, caused by or resulting from any defects of the Leased Property. In addition, Tenant agrees to defend Lessor in any legal action against it and pay in full or satisfy any claims, demands, or judgments made or rendered against Lessor and to reimburse Lessor for any legal expense, including attorney's fees and court costs, which may be incurred by it in defense of any claim or legal action.

ARTICLE 11 ASSIGNMENT OR SUBLEASE

11.1 Assignment or Sublease. Tenant shall not have the right to assign the Lease in whole or in part, nor sublet the Leased Property, in whole or part, without the prior written consent of Lessor. Any attempted assignment or sublease without the written consent of Lessor shall be null and void as to Lessor.

ARTICLE 12 DEFAULT

12.1 Default. If Tenant shall default in any condition or covenant of this Lease, and if such default continues for a period of thirty (30) days after Lessor has notified Tenant of such default and its intention to declare the Lease forfeited, it is thereupon considered terminated or should an execution be issued against Tenant then, and in such event, this Lease shall become null and void.

12.2 In the event of default, Tenant agrees to pay all costs of eviction, repossession, or other judicial remedies available by law and agrees to pay reasonable attorney fees. Lessor shall be entitled to twelve (12%) per annum interest on such amount due after default until paid and said attorney fees shall not be less than (15%) nor more than twenty-five (25%) of the amount due.

ARTICLE 13 NOTICES

13.1 Notices. Any notice, communication, and/or consent provided or permitted to be given, made or accepted by either party must be in writing, and unless otherwise expressly provided herein, shall be deemed properly given or served only if delivered personally to the other party hereto or sent by certified mail, return receipt requested, to the respective parties at the following address:

Lessor: Nicholls State University
 c/o Terry P. Braud, Jr.
 Vice President for Finance and Administration
 P. O. Box 2070
 Thibodaux, LA 70310

Tenant: c/o Christopher Riviere
President
Nicholls State University Foundation
P. O. Box 2074
Thibodaux, LA 70310

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

ARTICLE 14 SURRENDER OF POSSESSION

14.1 Surrender of Possession. At the expiration of the Lease, or its termination for other causes, Tenant is obligated to immediately peaceably surrender possession to Lessor. Tenant expressly waives any notice to vacate at the expiration of this Lease and all legal delays, and hereby confesses judgment, including costs, placing Lessor in possession to be executed at once. Should Lessor allow or permit Tenant to remain on the Leased Property after the expiration of this Lease, or the expiration of any renewal term of this Lease, such shall expressly not be construed as a reconduction of this Lease.

ARTICLE 15 SPECIFIC PERFORMANCE

15.1 Specific Performance. Should Lessor or Tenant fail to perform any of the respective obligations of each set forth in this Lease, then the other party shall have the right to demand specific performance and/or damages, plus reasonable attorney's fee.

ARTICLE 16 BINDING EFFECT

16.1 Binding Effect. With the exceptions hereinabove mentioned, all the covenants, provisions, terms and agreements and conditions of this Lease shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto as fully as upon said parties.

ARTICLE 17 GENDER

17.1 Gender. Where the word "Lessor" or the word "Tenant" occurs in this instrument or is referred to the same shall be construed as singular or plural, masculine, feminine or neuter.

**ARTICLE 18
SEVERABILITY**

18.1 Severability. If any provisions of this Lease shall be construed to be illegal or invalid, it shall not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provisions shall be deemed stricken and deleted here from to the same extent and effect as if never incorporated herein. All other provisions hereof shall continue in full force and effect.

**ARTICLE 19
EFFECTIVE DATE**

19.1 Effective Date. The effective date of this Lease, irrespective of the date of execution by Lessor or Tenant, shall be July 15, 2021.

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Thibodaux, Parish of Lafourche, State of Louisiana on this ____ day of ___, 2021.

WITNESSES:

NICHOLLS STATE UNIVERSITY
FOUNDATION

Christopher Riviere, President

NOTARY PUBLIC
Print Name:
Notary ID #
My Commission is: _____

WITNESSES:

NICHOLLS STATE UNIVERSITY

Dr. John Clune, President

NOTARY PUBLIC
Print Name:
Notary ID #
My Commission is: _____

**** EXHIBIT B ****

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability "occurrence" coverage form CG 00 01 (current form approved for use in Louisiana). **"Claims Made" form is unacceptable.**
2. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana). The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employer's Liability coverage. Exception: Employer's liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages
 - a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or

on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

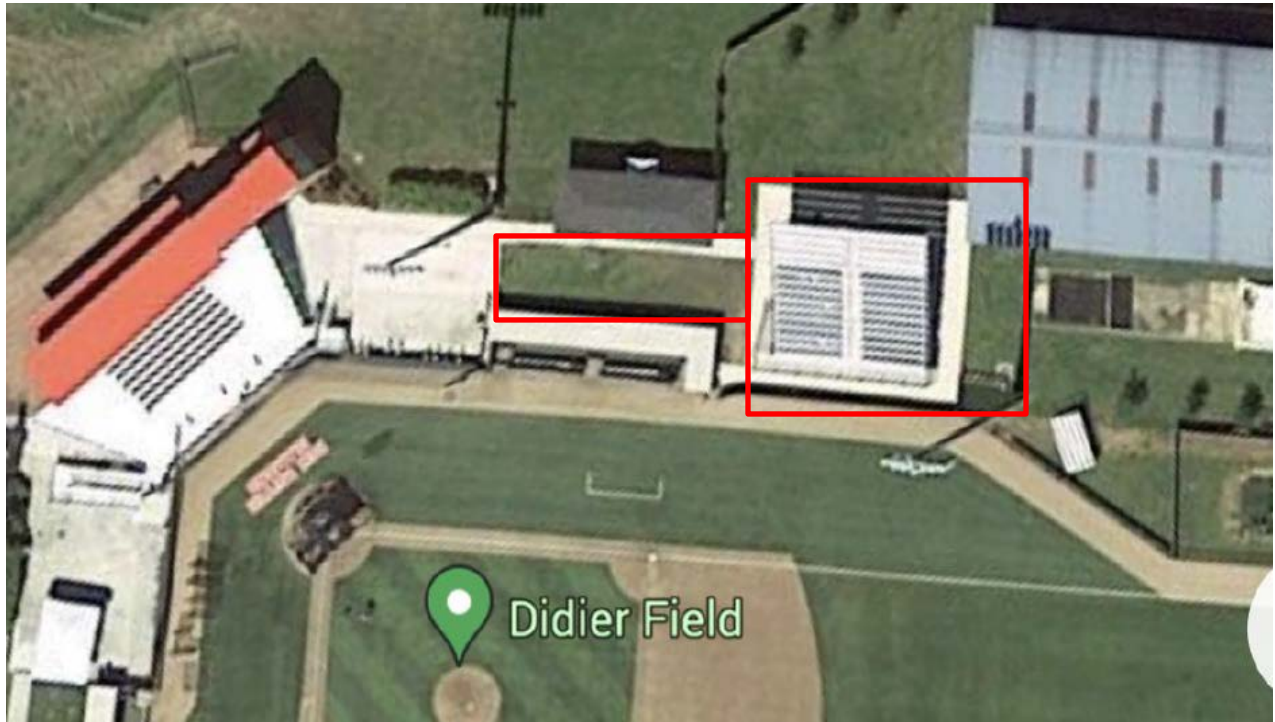
G. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

LEASE EXHIBIT A

Page 1 of 2

**Campus Location of Leased Space
Property adjacent to Ray E. Didier Baseball Field
For the construction of a new Baseball Field House**



Total Approximate Area = 5,682 sq. ft.

LEASE EXHIBIT A

Page 2 of 2

Site Photo of areas to be leased



*Main Facility will be in the area where the bleachers are located.
Bleachers will be removed – surplus to State - Site size is 54ft.X 75 ft. = 4,050 sq. ft..*



*Walkway to be constructed in this area leading to building
This view is from the front entrance of the building to the main bleachers
Site size Is 24 ft. X 68 ft. = 1,632 sq. ft.*

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

FACILITIES PLANNING COMMITTEE

June 24, 2021

Item G.6. **Nicholls State University's** request for approval to enter into a land lease with the Max Charter School, pursuant to La. R.S. 17:3361.

EXECUTIVE SUMMARY

The University is requesting approval to enter into a land lease with the Max Charter School. The land lease consists of the property of a total area approximate size of 1.92 acres located on Audubon Avenue and Ardoyne Road on the Nicholls State University campus. Max Charter School has an existing lease that is set to expire on June 30, 2021. The University and Max Charter School desire to enter into a new lease. Max Charter School's BESE Contract is under review and is expected to be approved June 16, 2021 for another three-year term.

The University will grant an initial term of three years running concurrently with the Max Charter School's BESE Contract, July 1, 2021 through June 30, 2024. The lease will allow for an additional one-time renewal option upon renewal of the Max Charter School BESE Contract prior to the expiration of the initial term. The University charges \$5 per year.

Max Charter School is performing a public need as there is no other facility in Lafourche Parish that specializes in the education of dyslexic students. The University College of Education also collaborates with the school as a resource that benefits its education major students and the students at Max Charter. Max Charter constructed a facility under the original lease that remains in place at this time.

Please refer to the attached site location map and photos of the structures.

RECOMMENDATION

It is recommended that the following resolution be adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University's request for approval to enter into a land lease with the Max Charter School, pursuant to La. R.S. 17:3361.

BE IT FURTHER RESOLVED, that Nicholls State University shall obtain final review from UL System staff and legal counsel to the Board, and shall secure all other appropriate

approvals from agencies/parties of processes, documents, and administrative requirements prior to execution of documents.

BE IT FURTHER RESOLVED, that the President of Nicholls State University and/or his designee are hereby authorized and directed to execute the land lease described herein and any and all documents necessary in connection with the land lease.

AND FURTHER, that Nicholls State University will provide the 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]

G.6.

June 3, 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 June 24, 2021 meeting of the Board of Supervisors for the University of Louisiana System:

Lease Agreement with Max Charter School.

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

LEASE AGREEMENT

NOW COME:

THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (the "**Board**") with and on behalf of **Nicholls State University** (Nicholls, together with the Board, "**ULS**"), its current mailing address being 1201 North Third Street, Suite 7300, Baton Rouge, Louisiana, 70802, and the **MAXINE GIARDINA CHARTER SCHOOL, INC.**, ("**MAX**") a non-profit corporation registered and authorized to do business in the State of Louisiana, its current mailing address P.O. Box 2072, Thibodaux, Louisiana, 70310 herein represented by its duly authorized Chairman, Jacob A. Giardina, do hereby enter into this agreement of lease (the "lease") of property made pursuant to the authority granted by and through La. R.S. 17:3361 - 3365.

1. PREMISES AND CONSTRUCTION OF IMPROVEMENTS

1.1 Premises. ULS hereby leases to MAX the property described on the attached Exhibit "A" (the property") upon the terms and conditions set forth herein. The tract of land located on the campus of Nicholls is approximately 1.92 acres.

1.2 Use of Additional Areas. The use and occupation by MAX of the property shall include the use of other common areas of the campus in common with others entitled such as, parking areas, service roads, libraries, academic facilities, recreational facilities, and other facilities as may be designated from time to time by Nicholls, subject however, to the terms and conditions of this lease and to Nicholls policies and procedures for the use of such facilities by outside organizations or the public.

1.3 Construction of Improvements. MAX has erected under a previous lease with Nicholls, a temporary classroom ("the Center") on the property. The construction of the Center adhered to all codes, rules and regulations governing erection, construction and maintenance of such a Center and those codes shall be maintained and adhered to under this new lease agreement. Any alterations or additional construction plans designs and modifications will be approved by the Board in conformity with La. R.S. 17:3361-65. Furthermore, MAX agrees that such construction will meet all such requirements as set forth in its charter school contract with the State of Louisiana, Board of Elementary and Secondary Education ("BESE" (Exhibit "B")). Any such construction will be in accordance to all applicable codes for the type of building constructed and shall be in full compliance with the Americans with Disabilities Act requirements for public facilities.

MAX estimated in the previous lease, the cost of the project to be \$569,177, plus the cost of site improvements. The square footage of the building does not exceed 11,000 square feet and will be located completely within the property. MAX has made all utility, sewerage, water, and communication connections necessary and in accordance with all applicable local and state building codes. Maintenance of these utilities shall meet with all applicable local and state building codes.

- A. MAX appears herein to affirm that all financial obligations for the erection, construction operation and maintenance of the Center shall be solely the responsibility and at the expense of MAX.
- B. MAX further agrees to establish and maintain a perimeter fence around said property to clearly designate the Center within the Nicholls campus and to ensure the safety of the children participating in activities of the Center.
- C. MAX further agrees that it shall not have any right to pledge or encumber the property in any

manner as a result of its operations or erection of any facility. Should ULS discover any lien filed against the property, MAX shall take any and all measures to remove such lien or otherwise be considered in default of this Lease.

2. TERM AND RENTAL

2.1 Term. This Lease shall commence on July 01, 2021 and shall end on June 30, 2024, a term of three (3) years or the length of the renewal of the charter school contract with BESE. There shall be a one-time option to renew this Lease upon approval of a renewal of MAX's charter school contract with BESE. Such renewal shall not exceed the shorter of ten years or the term of the MAX charter school contract with BESE. This option must be exercised not less than ninety days prior to the termination of this Lease. MAX must submit a written approval from BESE of an extension of the charter school contract with its request to exercise the option to extend the Lease. Upon the request of either party, a short form memorandum of lease shall be recorded in the public records of Lafourche Parish setting forth the commencement date and expiration date of this Lease.

2.2 Rental. MAX shall pay as rent the sum of \$5.00 per year commencing from the beginning date of the term of the lease through the remaining term of this lease. Additional consideration for this Lease is MAX's requirement to have the Center, constructed, and to maintain and operate the Center for the benefit of Nicholls, its students, and the Nicholls Community. Such consideration is outlined in the Memorandum of Understanding, (Exhibit "C")

3. USE OF CENTER

3.1 Permitted Use. The property is to be used by MAX to operate an on-campus charter school, constructed under the original lease, specifically for learning disabled students. The facility will be utilized by students (K-8) based upon the criteria identified in MAX's charter school contract with BESE. The facility will also be used for educational and research purposes by various faculty, staff, and students in Nicholls' College of Education.

3.2 Rules of Conduct. The MAX agrees that its faculty, staff, and visitors will abide by all applicable policies or procedures for the Nicholls campus. The Center will be used for no other purposes than that identified in its charter school contract.

3.3 Maintenance. MAX is responsible for all maintenance of the grounds, parking lots and other areas adjacent to the Center, which shall be done in accordance with the standards of expectations of Nicholls.

4. MAINTENANCE, REPAIRS, TAXES AND INSURANCE

4.1 Condition of Property and Improvements. MAX agrees to assume complete responsibility for maintenance, repair, and replacement of the Center and improvements associated therewith. MAX shall maintain or cause to be maintained water, sewerage, telephone, electricity, heating, ventilation and air conditioning equipment to service the Center and MAX's Improvements.

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

4.3 Insurance. MAX shall, during the entire term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the Center and the operations by MAX in amounts reasonably satisfactory to ULS and not less than that required by the charter school contract with BESE. Further, MAX shall

name ULS and Nicholls State University as additional insured on the policy.

4.4 Fire and Extended Coverage. MAX shall pay all premiums for fire, extended coverage, vandalism and malicious mischief insurance with respect to the Center. The amount of insurance carried by MAX will be at MAX's discretion but will not be less than 110% of the value of the Center or any such improvements thereto.

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

5. UTILITIES

5.1 Utilities. MAX shall pay all service and consumption charges for water, gas, electricity, light, air conditioning, heating, sewer, telephone, power and other utilities and communications services used on the Property during the term of this lease.

6. QUIET ENJOYMENT AND PEACEABLE POSSESSION

6.1 Quiet Enjoyment and Peaceable Possession. Upon payment by MAX of the rents provided and upon the observance and performance of all the covenants, terms, and conditions on MAX's part to be observed and performed, MAX shall peacefully and quietly hold and enjoy the Property for the term herein set forth without hindrance or interruption by ULS or any other person or persons claiming by, through or under ULS, subject nevertheless to the terms and conditions of this Lease.

I

7. DAMAGE AND DESTRUCTION

7.1 Destruction of Center. In the event the Center shall be destroyed or damaged in whole in part by fire, explosion or any other casualty, then the MAX shall have the option to rebuild the Center in substantially the same condition as before the casualty or terminate this lease.

8. ASSIGNMENT AND SUBLETTING

8.1 Assignment. The MAX agrees to abide by any and all rules and regulations of the Board and Nicholls in regards to this Lease. It is the intention of the MAX to be the sole lessor of the Property for the entire duration of this Lease. The MAX shall not assign or sublease its interests to this Property to an affiliated organization without obtaining written consent of the Board.

9. DEFAULT

9.1 Rights and Remedies. Should a party breach an obligation of this Lease, it shall be considered an event of default if such breach has not been corrected upon the fifteenth business day after written notice of such event. The mention in the Lease of any other specific right or remedy shall not preclude the parties from exercising any other right or from having any other remedy, or from maintaining any action to which it may be otherwise entitled, either at law or in equity.

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

control of the parties, and the time for performance shall be extended by the period of delay resulting from or due to any of the said causes.

9.3 No Waiver of Rights. The waiver by either party of any breach of any term, covenant or conditions or this Lease to be performed by it if any failure of its performance shall be due to any strike, lockout, civil commotion, war, warlike operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or control, act of God, or any other cause whatsoever beyond the reasonable control of the parties, and from the time for performance shall be extended by the period of delay resulting from or due to any of the said causes.

9.4 ULS's Waiver. The MAX will be responsible for removal of the Center and returning the Property to the condition prior to construction upon termination of this Lease unless the parties agree, otherwise in writing.

9.5 Non-Appropriations. MAX understands that ULS's/Nicholls obligation under this Lease are dependent upon annual appropriations from the legislature for its general operations. Should the legislature fail to make an appropriation that would prevent ULS from fulfilling its obligations under this Lease, then such non-appropriation will not be a default but result in a termination of this Lease upon the last day of the fiscal year for which an appropriation was made.

9.6 Notices. Any notice or document required to be delivered hereunder shall be considered delivered if that notice or document is deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the parties at their respective addresses set out above or at such other address as a party may from time to time notify the other party in writing.

10. AUDITORS

10.1 Auditors. It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of MAX which relate to this lease.

THUS DONE AND SIGNED at Thibodaux, Lafourche Parish, Louisiana on this ____ day of _____ 2021,
in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

NICHOLLS STATE UNIVERSITY

By: Dr. John Clune, President

NOTARY PUBLIC

Print Name:

Notary ID #

My Commission is: _____

THUS DONE AND SIGNED, this ____ day of _____, 2021 in the presence of the undersigned
competent witnesses and me, Notary, after dur reading of the whole.

WITNESSES:

By: Type in Name and Title

NOTARY PUBLIC

Print Name:

Notary ID #

My Commission is: _____

“ EXHIBIT B “

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability "occurrence" coverage form CG 00 01 (current form approved for use in Louisiana). **"Claims Made" form is unacceptable.**
2. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana). The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employer's Liability coverage. Exception: Employer's liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages
 - a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or

on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations

on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

“ Exhibit C “

Memorandum of Understanding

THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (the “**Board**”) with and on behalf of **Nicholls State University** (Nicholls, together with the Board, “**ULS**”), its current mailing address being 1201 North Third Street, Suite 7-300, Baton Rouge, Louisiana, 70802, and the **MAXINE GIARDINA CHARTER SCHOOL, INC.**, (“**MAX**”) a non-profit corporation registered and authorized to do business in the State of Louisiana, its current mailing address P.O. Box 20502, Thibodaux, Louisiana, herein represented by its duly authorized Chairman, Jacob A. Giardina, do hereby inter into this MEMORANDUM OF UNDERSTANDING (hereinafter “agreement”) as follows:

1. PARTIES

- 1.1 Nicholls State University through the Board of Supervisors for the University of Louisiana System collectively referred to as “ULS,” “Nicholls,” or “University.”
- 1.2 The Maxine Giardina Charter School, Inc. “MAX” or school”), a nonprofit corporation registered and authorized to do business in the state of Louisiana for the purpose of operating a charter school to be located on the campus of Nicholls State University.

2. TERM

- 2.1 The term of this memorandum of understanding will be concurrent with the lease agreement to which the Memorandum of Understanding is attached

3. CONSIDERATION

- 3.1 MAX’s obligations to ULS/Nicholls: In return for the obligations and covenant herein and in the lease agreement, MAX agrees to provide the following opportunities to the faculty, staff, and students:

Opportunities for undergraduate and graduate students in the college of education to have field experiences in educating students with learning disabilities;

Opportunities for students and faculty to implement best practices in assessing and instructing students who have dyslexia and other related learning disorders;

Opportunities for Nicholls faculty and staff to pursue research grants for educating students with learning disabilities based upon having a center for the education of learning disabled students located on campus;

Opportunities for faculty to develop new methods of addressing instructing students with learning disabilities;

Support in Nicholls pursuit of developing a program for certification for learning disabled in instructors; and

4. OPERATION OF CHARTER SCHOOL

- 4.1 MAX will operate a 1-8 charter school that will specialize in instruction for students with dyslexia and other learning disabilities. MAX will operate the charter school in accordance with the terms and conditions of its charter school contract with the Louisiana Board of Elementary and Secondary Education (“BESE”) and such terms shall be incorporated herein by reference.

4.2 Nicholls will have no responsibility of liability for decisions related to the operation, curriculum, instruction or other academic facets of MAX. MAX will be solely responsible for the fulfillment of any local, state, or federal regulatory requirements that apply to the operation of a K-8 elementary school.

4.3 MAX will provide Nicholls with the opportunities described above in section 3 subject to such opportunities not unreasonable interfering with MAX's obligations pursuant to its charter school contract.

4.4 Should BESE withdraw operation approval of MAX, then the withdrawal shall be deemed as a default and the agreement will be canceled upon receipt of notification.

5. FACILITIES

5.1 MAX has erected a temporary building for use as an elementary school classroom and meeting/assembly rooms under the previous lease with ULS. MAX will ensure that all occupational licenses, inspections, or other approvals for the use of such buildings have been obtained. MAX will be responsible for ensuring that its facilities meet all building codes and regulations applicable.

5.2 MAX will be responsible for all maintenance and repair of its facilities erected, subject to any written agreements with Nicholls for the Purchase of services from Nicholls.

5.3 MAX will be responsible for procurement and maintenance of utilities, phone service, and information technology connections for the facility erected on the lease property.

5.4 Nicholls will provide MAX access to various facilities located on the Nicholls campus such as libraries, laboratories, conference rooms, etc., to assist MAX in its institutional mission. However, MAX will have access to the facilities in accordance with Nicholls policies and procedures for the reservation and use of such facilities by third parties. Access to such facilities shall not unreasonably interfere with Nicholls operations of the access of the student body, faculty or staff to such facilities.

6. FINANCE

6.1 MAX will be responsible for all of its financial accounting responsibilities as described in its charter school contract with BESE. MAX will retain an accountant or financial advisor to prepare all budgets, financial statements or other reports required by its charter school contract. Nicholls will have no responsibility for ensuring that MAX complies with any or all of its financial obligations or reporting obligations in any manner whatsoever.

6.2 MAX will ensure that all creditors understand that it is not affiliated with Nicholls or ULS for purposes of MAX's financial obligations. Nicholls or ULS will not be responsible in any way for any of MAX's obligations to any person or creditor whatsoever.

7. PERSONNEL AND MANAGEMENT

7.1 Recruiting and Hiring: MAX will be solely responsible for recruiting and hiring faculty, staff and administrators in accordance with the terms of its charter school contract. MAX agrees to perform all necessary background checks and reference checks prior to hiring any person to work on the leased property located on Nicholls campus.

7.2 Identification: All MAX employees working on the Nicholls campus shall wear clearly visible identification identifying them as a MAX employee while on campus during the school day.

- 7.3 Salary and Benefits: Max shall be responsible for conducting orientation and handling all matters related to compensation and benefits to its employees. Nicholls may provide assistance to MAX in setting up a payroll system. However, MAX will be solely responsible for maintaining personnel files as well as compliance with all local, state, and federal laws and regulations as they pertain to employees of MAX.
- 7.4 Grievances and Non-Discrimination: MAX will maintain a handbook in accordance with its charter school contract. MAX will also establish and enforce an internal grievance/complaint policy for handling employee disputes of complaints of discrimination. MAX will comply with all federal and state anti-discrimination laws and executive orders as applicable.
- 7.5 Employment Liability: MAX agrees and understands that it is not a joint employer with Nicholls. MAX is the sole employer of its employees and Nicholls will not share or incur any liability or obligation arising to any of MAX's employees for any reason.

8. SECURITY

- 8.1 Nicholls Police: Nicholls University Police ("University Police") will provide general security as part of its patrol of the entire Nicholls Campus. University Police will also respond to any emergency calls on the leased property in the same manner as for all other emergency calls on campus. Any additional or special security requirements such a detailed office on the MAX leased property or electronic surveillance shall be the responsibility of MAX.
- 8.2 Student Identification: MAX students will, at all times on campus, wear identification clearly identifying them as MAX students. Such identification may be a uniform or name badge and must be clearly visible on the exterior of the student's clothing.
- 8.3 Student Escorts: MAX understands and agrees that Nicholls is a public university of higher education and that the University cannot be responsible for random acts of others including those attending, employed, or affiliated with the University. Therefore, MAX agrees that it will be solely responsible for the well-being of its students, faculty, staff, parents, and/or other affiliated persons at any time on the University campus. Moreover, MAX agrees that at any time its students leave the leased property to attend events or functions on the Nicholls campus, they shall be escorted by MAX faculty, parents or other MAX approved adults(s) (over age 18). MAX approved escorts shall be clearly identified and provided at a ratio of not more than eight MAX students for each MAX escort.
- 8.4 Nicholls Rights and Authority: At all times during this agreement, Nicholls will maintain the final authority as to who may be permitted on or barred from the University campus, including the MAX leased property. If Nicholls determines that a threat to the safety or well-being of the campus exists, it will have the authority to evict and bar any person whom it believes poses a threat to the safety or well-being of the University campus.

9. INSURANCE

- 9.1 Property Insurance: MAX will maintain property insurance in accordance with the requirements of the lease agreement with Nicholls/ULS as an additional named insured.
- 9.2 General Liability Insurance: MAX will maintain a general liability insurance policy of not less than \$1,000,000 per occurrence and \$1,000,000 in aggregate with Nicholls/ULS as an additional named insured.
- 9.3 Vehicle Liability: MAX will maintain an automobile insurance policy of not less than \$1,000,000 for any automobiles owned or operated by MAX as part of MAX's operation of the school. Nicholls/ULS shall be an additional named insured on such policy.

10. INDEMNIFICATION

10.1 MAX Agrees to indemnify and hold harmless Nicholls/ULS from any and all causes of action, whether intentional or negligent, that arise out of the operation of the charter school. Such causes of action include any claims that arise from MAX student's activities on or off of the leased property or claims by staff, administrators, creditors, parents, students, employees, or any other person who claims to be aggrieved or injured by any action or inaction of MAX. This indemnification includes any claims made directly against Nicholls/ULS if such claims arise in any way out of MAX's operations, actions or inactions. This indemnification shall be interpreted broadly.

10.2 If any such claim as described above is made against Nicholls, Nicholls shall provide MAX notice as soon as practicable. In addition to any judgement or award, MAX shall also be responsible for all costs, fees, or other expenses incurred by Nicholls as part of its defense of any claims.

11. CHOICE OF LAW

11.1 The memorandum of understanding shall be governed by the laws of the State of Louisiana.

12. NON-APPROPRIATIONS

12.1 MAX Understands and agrees that Nicholls/ULS obligations under this agreement are dependent upon annual appropriations from the legislature for its general operations. Should the legislature fail to make an appropriation that would prevent Nicholls/ULS from fulfilling its obligations under this agreement, then such non-appropriation will not be a default but result in a termination of the agreement upon the last day of the fiscal year for which an appropriation was made.

13. ENTIRE AGREEMENT; ATTACHMENTS; DEFAULT

13.1 This memorandum of understanding shall be attached as Exhibit "C" top the lease agreement. This agreement shall incorporate all terms of the Lease agreement and MAX's charter contract with the Louisiana Board of Elementary and Secondary Education attached as Exhibit "B" to the lease agreement. Any breach of any term of this agreement, the lease agreement, or the charter school contract, shall be grounds for default in accordance with section nine of the lease agreement.

Done this _____ day of _____, 2021

Maxine Giardina Charter School

By: Jacob Giardina

Nicholls State University

By: Dr. John Clune

Board of Supervisors for the
University of Louisiana System

By:_____

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

FACILITIES PLANNING COMMITTEE

June 24, 2021

Item G.7. **Nicholls State University's** request for approval to sell a parcel of vacant land measuring approximately 5.3 acres at the southeastern border of the University main campus along Bowie Road in Thibodaux, Louisiana through legislative act to the Thibodaux Regional Health System (TRHS), a 501(c)3 non-profit operation.

EXECUTIVE SUMMARY

The University and TRHS have an ongoing collaborative and sponsorship arrangement in place. TRHS has financially supported the University by hosting sponsorships for various student support and athletic events over many years. Most recently TRHS offered support as requested on COVID related activities. Additionally, TRHS is currently developing Phase II of its Wellness Facilities and has offered to allow the University to use areas within the complex – primarily soccer, tennis, track, and beach volleyball for the University's practice and competitions. The use of these facilities for collegiate training and events will enhance the student experience as well as the University's ability to remain competitive in the Southland Conference and recruit new students.

The subject parcel of land is located at the southeastern most border of the University main campus and fronts onto Bowie Road. The parcel runs parallel to the HSE building/office and was once used for parking under multiple short-term lease agreements with TRHS between 2004 and 2012. The University does not have immediate or long-term plans for developing this property.

Nicholls desires to sell to the specific buyer at appraised value as they provide critical services to the citizens of the local communities and region. Board policy allows the sale to a specific buyer if approved by a legislative act. The University is also requesting to retain the funds from the sale in accordance with Board policy. The appraised value is being established at present but is expected to be in excess of \$1,100,000 (value from last appraisal of the property in October 2014). A copy of the appraisal report will be provided to the Board when available.

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 sell the vacant land (approximately 5.3 acres on the southeastern border of the main campus fronting onto

Bowie Road, Thibodaux, through legislative act to Thibodaux Regional Hospital System (TRHS), a 501(c)3 non-profit operation.

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

BE IT FURTHER RESOLVED, that the President of Nicholls State University and his or her designee, be authorized to contact a local legislator to submit a bill on the University's behalf to sell the subject vacant land property.

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

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]

G.7.

June 3, 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 June 24, 2021 meeting of the Board of Supervisors for the University of Louisiana System:

Sale of Vacant Land to Thibodaux Regional Health System.

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]

May 28, 2021

Dr. Jim Henderson
University of Louisiana System President
1201 North Third Street
Suite 7-600
Baton Rouge, LA 70802

Dear Dr. Henderson:

Nicholls State University respectfully requests consideration and approval for the enclosed item to be placed on the agenda for the June 24, 2021 meeting of the Board of Supervisors for the University of Louisiana System:

Approval to sell a parcel of vacant land measuring approximately 5.3 acres located at the southeastern border of the main campus and fronting onto Bowie Road through legislative act to Thibodaux Regional Health System (TRHS), a 501(c)3 non-profit operation.

The subject property has previously been leased for short term periods by TRHS at various times between 2004 and 2012. TRHS and the University have a long-standing community and financial partnership. TRHS is currently in the process of developing its Wellness Center Phase II facilities which will include facilities that may be used by the University to support athletic programming – soccer, tennis, track, and beach volleyball. The use of these facilities for collegiate training and events will enhance the student experience as well as the University's ability to remain competitive in the Southland Conference and recruit new students. TRHS will use this acquired property for much needed parking for its Wellness Center.

The subject parcel of land is located at the southeastern most border of the University main campus and fronts onto Bowie Road. The University does not have immediate or long-term plans for developing this property.

Nicholls desires to sell to the specific buyer at appraised value. The appraised value is being established at present but is expected to be in excess of \$1,100,000.00 (value from last appraisal of the property in October 2014). A copy of the appraisal report will be provided to the Board when available. Board policy allows the sale to a specific buyer if approved by a legislative act. The University is also requesting to retain the funds from the sale in accordance with Board policy.

Thank you for your assistance in this matter.

Sincerely,

Jay Clune
President

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

FACILITIES PLANNING COMMITTEE

June 24, 2021

Item G.8. **University of Louisiana at Lafayette's** request for approval to demolish four agricultural buildings that were damaged beyond repair due to several hurricanes in 2020.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish these very old facilities (Coliseum Road Tenant Building, Potato Barn, Mule Barn, and Storage Shed) that have been damaged beyond repair and no longer serve any useful purpose.

Please refer to the attached summary and photos describing and depicting the buildings.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, *that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Lafayette's request to demolish four agricultural buildings that were damaged beyond repair due to several hurricanes in 2020.*

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



June 3, 2021

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

**RE: Coliseum Road Tenant Dwelling (428020/S11798) Building Demolition
Potato Barn (428020/S05026) Building Demolition
Storage Shed (428020/S05024) Building Demolition
Mule Barn (428020/S05025) Building Demolition**

**Senate District 23 – Page Cortez
House District 44 – Vincent J. Pierre**

Dear Dr. Henderson:

In order to comply with R. S. 38:2212.1 regarding the demolition of state-owned facilities, we are required to have a resolution of approval from our governing board. The above mentioned facilities are being demolished because of disrepair caused by the latest hurricanes. They no longer serve any useful purpose to the University.

Should you have any further questions, please contact me or Scott Hebert at (337) 482-2001. Please place this item on the agenda for the June 2021 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, appearing to be "E. Joseph Savoie".

E. Joseph Savoie
President

svc
Attachment

C: Mr. Mark Moses
Mr. Bruce Janet
Mr. Jerry LeBlanc
Mr. Bill Crist
Mr. Scott Hebert

UL Lafayette Proposed Demolition of Four Buildings

Senate District 23 – Page Cortez

House District 44 – Vincent J. Pierre

Building Name	Coliseum Road Tenant Dwelling
State ID Number	428020/01
SLABS Number	S11798
Construction	Wood frame
Construction Date	1941
Square Footage	965 sq. ft.



Building Name	Potato Barn
State ID Number	428020/01
SLABS Number	S05026
Construction	Wood frame
Construction Date	1938
Square Footage	1,334 sq. ft.



Building Name	Mule Barn
State ID Number	428020/01
SLABS Number	S05025
Construction	Wood frame
Construction Date	1940
Square Footage	1,066 sq. ft.



Building Name	Storage Shed
State ID Number	428020/01
SLABS Number	S05024
Construction	Wood frame
Construction Date	1941
Square Footage	525 sq. ft.



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

FACILITIES PLANNING COMMITTEE

June 24, 2021

Item G.9. **University of Louisiana at Monroe's** request for approval to enter into a Grounds and Facilities Lease Agreement with ULM Facilities, Inc., to construct and install artificial turf at the baseball facility, pursuant to La. R.S. 17:3361.

EXECUTIVE SUMMARY

ULM requests approval to enter into a Grounds and Facilities Lease Agreement with ULM Facilities, Inc. (ULMFI), to construct and install artificial turf at the ULM Baseball Facility. The University will lease the land, as defined in the attached survey, to ULMFI. The property is located at 322 Warhawk Way, Monroe, Louisiana 71209. This land and facilities will be leased to ULMFI for \$1.00 per year.

This project will include sub-surface drainage built to specifications and standards and will install artificial turf as the playing surface. This project will greatly increase the team's ability to compete with conference opponents. This addition will help with recruiting, but more importantly will increase practice and playing time as wet playing conditions will not be an issue. Currently, the outfield drains so poorly that any amount of rain can cancel practice and games. This will be a huge step forward for the program in their ability to prepare and play.

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 fully funded by private donations.

The Grounds and Facilities Lease Agreements will expire when a substantial completion document is signed and all construction is completed. Upon completion of the turf, all improvements will be donated to the 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 University of Louisiana at Monroe's request for approval to enter into a Grounds and Facilities Lease Agreement with ULM Facilities, Inc., a 501(c)3 not-for-profit corporation, to construct and install artificial turf at the baseball facility, 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 and his or her designee is hereby designated and authorized to execute any and all documents associated with said lease and donation 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

June 2, 2021

G.9.

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

RE: University of Louisiana at Monroe (ULM)
Request to Approve New Turf for the Baseball Field
June 24, 2021 ULS Board Meeting

Dear Dr. Henderson,

The University of Louisiana at Monroe is requesting approval to proceed with construction and installation of new artificial turf for the baseball field. I have enclosed an executive summary providing information on this project. Please include ULM's request for approval on the June 24, 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.

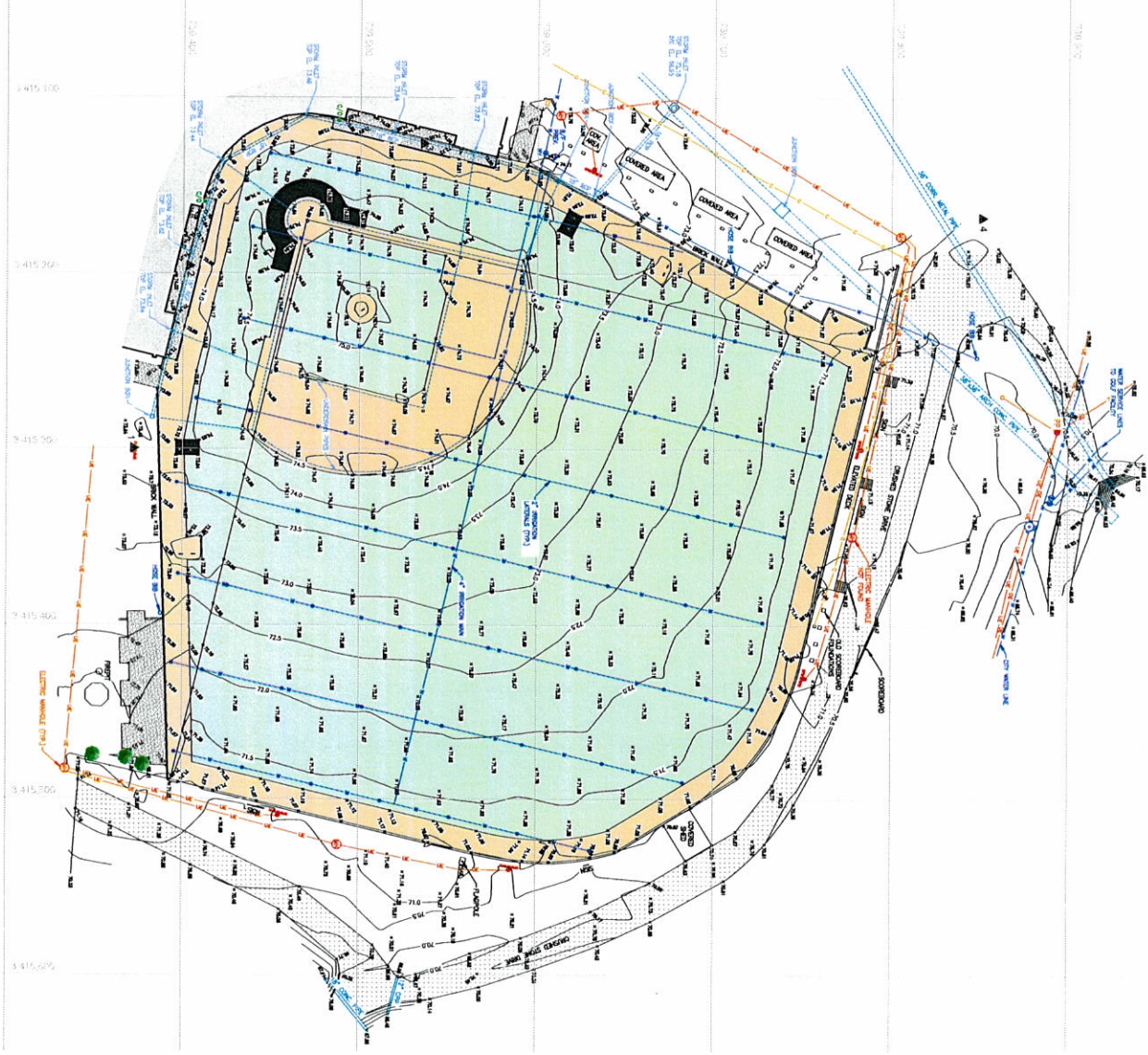
Should you have any questions or need further information, please contact Michael Davis, ULM Director of Facilities. Mr. Davis may be reached by phone at 318-342-5171 or by email at mdavis@ulm.edu. Thank you for your consideration of this request.

Sincerely,

Ronald L. Berry, DBA
President

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

#TAKEFLIGHT



LEGEND

- EXISTING FINISHED GRADE SPOT ELEVATION
- EXISTING FINISHED GRADE TOPOGRAPHIC CONTOUR
- CONCRETE PAVED SURFACE
- STONE SURFACE
- MANHOLE
- WATER METER
- FIRE HYDRANT
- WATER VALVE
- SURVEY CONTROL POINT
- POWER POLE
- GUY WIRE
- CHAINLINK FENCE
- WATER LINE
- COMBINATION LINE
- UNDERGROUND ELECTRIC
- OVERHEAD ELECTRIC

VERTICAL AND HORIZONTAL DATUMS

STATE PLANE COORD. ZONE: LA NORTH 1701
 VERTICAL DATUM: MGS
 DERIVED BY: GPS OBSERVATION

SURVEY NOTE

SURVEY PERFORMED FOR TOPOGRAPHIC AND MAPPING PURPOSES ONLY AND NO WARRANTY WAS MADE TO ESTABLISH ANY PROPERTY LINES AS PART OF THE SURVEY.

CONTROL POINT DATA

NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	739,372.08	3,415,299.08	72.70	HOLE IN W. ANDRON BOLT OF LT. FOUNDATION
2	739,402.39	3,415,195.61	72.75	PK WALL
3	739,402.39	3,415,195.61	70.77	600' WALL
4	739,550.38	3,415,187.15		



ORIENTED BY:
 L.A. SPOT NORTH ZONE
 DRAWING SCALE: 1" = 20'
 SURVEY: MGS
 DRAWN BY: JEF

UNIVERSITY OF LOUISIANA MONROE
 ULM

**WARHAWK FIELD
 TOPOGRAPHIC SURVEY**



11/23/19
 11/23/19

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

FACILITIES PLANNING COMMITTEE

June 24, 2021

Item G.10. University of Louisiana at Monroe's request for approval to name the renovated band rehearsal room the "Jack and Coralie White Rehearsal Room."

EXECUTIVE SUMMARY

The University is requesting approval to name the renovated band rehearsal room the "*Jack and Coralie White Rehearsal Room*."

In 1970, Jack Weldon White was named Director of Bands at Northeast Louisiana University, now the University of Louisiana at Monroe. The Band Building, constructed in 1972, is unofficially referred to as "The House That Jack Built." Mr. White called the marching band "The Sound of Today" (SOT) and remains as the only Director of Bands Emeritus ever named by the University. Generations of former SOT members get together at Homecoming each year to relive their band experiences under Jack and remember their favorite "Jackisms." Coralie White was on the piano faculty at NLU/ULM. Coralie was his constant companion at football games, concerts, conferences, and other performances, setting a loving example of what a wife has to endure if her husband is a band director.

By naming the renovated band rehearsal room after Jack White and his wife Coralie, future generations of students will continue to be impacted by their generosity, leadership, and vision.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval to name the renovated band rehearsal room the "Jack and Coralie White Rehearsal Room."



Office of the President

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G.10.

June 1, 2021

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

Dear Dr. Henderson:

In 1970 Jack Weldon White was named Director of Bands at Northeast Louisiana University. The Band Building, constructed in 1972, is unofficially referred to as “The House That Jack Built”. Mr. White called the marching band “The Sound of Today” and remains as the only Director of Bands Emeritus ever named by the University. Generations of former SOT members get together at Homecoming each year to relive their band experiences under Jack and remember their favorite “Jackisms”. Coralie White was on the piano faculty at NLU/ULM. Coralie was his constant companion at football games, concerts, conferences, and other performances, setting a loving example of what a wife has to endure if her husband is a band director.

The University of Louisiana Monroe requests approval to name the renovated rehearsal room the “Jack and Coralie White Rehearsal Room” in honor of Jack and Coralie White.

Should you have any questions or need further information, please contact me at 318-342-1010 or by email at rberry@ulm.edu.

Sincerely,

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

#TAKEFLIGHT