

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

FACILITIES PLANNING COMMITTEE

June 23, 2022

Item H.1. **Nicholls State University's** request for approval to use proceeds from the sale of the Theodore Louis Duhé building and property to fund student scholarships in Fiscal Years 2023 and 2024.

EXECUTIVE SUMMARY

On April 23, 2020, the Board of Supervisors approved a request from Nicholls State University to sell property and a building located at 235 Civic Center Boulevard, Houma, Louisiana by manner of a direct sale process to The START Corporation, a 501(c)(3) entity providing health and mental care services to residents of Terrebonne and Lafourche Parishes. During the 2020 legislative session, Act No. 343 was passed by the Louisiana Legislature authorizing the sale of the facility to The START Corporation.

All conditions for the sale of property were satisfied and the sale from Nicholls State University to The START Corporation was completed on May 13, 2022. The property was sold for \$2,050,000, and funds are now on deposit with the institution.

Nicholls State University has experienced a reduction in enrollment due to the lingering impact of the pandemic as well as the devastating impact of Hurricane Ida on South Louisiana region. Since Fall 2020 enrollment has declined approximately eight percent, a trend that is generally consistent within the System and nationwide. University management is working to regain enrollment by utilizing various recruitment and marketing actions while also working to employ operating efficiencies to maintain the financial status of the University.

In accordance with the Policy and Procedures Memorandum for Immovable Property and Associated Guidelines (FP-VI.IV.-1a), Nicholls State University hereby requests that it be allowed to use the full proceeds from the sale of the property to fund scholarships offered by the institution to students, both new recruits and returning students. As such, Nicholls proposes to use \$1,000,000 of the proceeds in Fiscal Year 2023 to fund scholarships and the remaining \$1,050,000 of the proceeds in Fiscal Year 2024 to fund scholarships. The University believes that this strategic use of funds will allow the University to avoid disruptions in scholarship offerings during these fiscal periods.

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 use proceeds from the sale of the Theodore Louis Duhé building and property to fund student scholarships in Fiscal Years 2023 and 2024.*



Nicholls State University

Office of the President

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

H.1.

June 2, 2022

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 23, 2022 meeting of the Board of Supervisors for the University of Louisiana System:

Use of Sale Proceeds to Fund Scholarships for FY 23 & FY 24.

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
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
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

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

FACILITIES PLANNING COMMITTEE

June 23, 2022

Item H.2. **Nicholls State University's** request for approval to enter into a Lease Agreement with the City of New Orleans, Trustee of the Edward Wisner Donation Trust, and associated parties, for approximately 10 acres of land located in Lafourche Parish, Louisiana.

EXECUTIVE SUMMARY

The City of New Orleans, trustee of the Edward Wisner Donation Trust, and associated parties (the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, The Salvation Army, the Administrators of the Tulane Education Fund and the Heirs of Edward Wisner) and the University of Louisiana System on behalf of Nicholls entered into a lease agreement dated March 10, 1972. The lease included a renewal provision for up to an additional period of 50 years. An extension of the current Lease Agreement was granted for a period of time to June 30, 2022.

Nicholls and the Lessor wish to renew the lease under modified terms and conditions as set forth in the new Lease Agreement. Nicholls will continue to be responsible for maintenance and repairs to the property and will only be required to make further investments in the property as Nicholls, at its sole discretion, requires necessary. No further remuneration for lease payments is required of Nicholls under the lease.

Nicholls State University uses the Leased Premises for scientific research and education related to the coastal area as well as the coastal field station for other educational purposes. The initial term of the lease shall begin on July 1, 2022 and end on June 30, 2037, unless otherwise terminated by the parties as provided in the Lease Agreement. Nicholls has four options to renew on the same terms and conditions, each for an additional 10-year period commencing on the date the prior term expires and expiring on the 10th anniversary of such date.

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 Lease Agreement with the City of New Orleans, Trustee of the Edward Wisner Donation Trust, and associated parties, for approximately 10 acres of land located in Lafourche Parish, Louisiana.

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

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

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]

H.2.

June 2, 2022

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 23, 2022 meeting of the Board of Supervisors for the University of Louisiana System:

*Enter into Lease Agreement with City of New Orleans, trustee of Edward Wisner
Donation Trust, et al.*

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
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
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

AGREEMENT OF LEASE

STATE OF LOUISIANA

PARISH OF _____

THIS AGREEMENT, made and entered into this _____ day of _____ 20____,
by and between:

The City of New Orleans, Trustee of the EDWARD WISNER DONATION TRUST, herein represented by Mayor LaToya Cantrell, duly authorized by a resolution of the Edward Wisner Trust Management Board, copy of which is attached hereto, together with the **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE**, herein represented by Senator Edwin Murray; **THE SALVATION ARMY**, a Georgia corporation, herein represented by _____; **THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND**, herein represented by Patrick Norton; and the **HEIRS OF EDWARD WISNER AND ASSIGNS**, herein represented by MICHAEL J. PENEGUY; with the business address of 935 Gravier Street, Suite 825, New Orleans, LA 70112 hereinafter called the "Lessor" (whether one or more), as owner(s) of the below described property;

and

The **UNIVERSITY OF LOUISIANA SYSTEM**, represented by Dr. James Henderson, its President, by authority of a resolution of said Board dated _____ day of _____, a copy of which is attached hereto, hereinafter called the "Lessee".

WHEREAS, the Lessor is owner of a certain parcel of land in the Parish of Lafourche, described as follows:

A certain parcel of land located in Township 22 South, Range 23-East, containing ten (10) acres, more or less, bordered on the west by the land of the Louisiana Land and Exploration Company, on the south by the land of the Caillouet Land Company, on the east by the Chevron Canal, and on the north by an unnamed canal. The dimensions of the said parcel being three hundred forty-six feet (346') on the western boundary, one thousand three hundred twenty-three feet (1323') on the southern boundary, approximately two hundred fifteen feet (215') on the eastern boundary and approximately one thousand four hundred feet (1400') on the northern boundary, all as-appears on-a survey plat entitled "Nicholls State University Land Lease From City of New Orleans Trustee with advice and consent of Edward Wisner Donation Advisory Committee", dated January 4, 1972, Terry J. Dantin, C.E., a copy of said plat being attached hereto and made a part hereof, said property hereinafter referred to as "Leased Premises".

WHEREAS, the Lessee has need for the use of the Leased Premises for scientific research and education related to the coastal area as well as the coastal field station standing thereupon and for other educational purposes for Nicholls State University, an institution under the jurisdiction of the University of Louisiana System, hereinafter called "Nicholls";

WHEREAS, Lessor and Lessee entered into a Lease of the Leased Premises dated March 10, 1972, and Lessor and Lessee desire to amend, replace, and restate the entire original Lease as follows:

NOW, THEREFORE, for and in consideration of the promises and undertakings by Lessee to Lessor herein, Lessor does hereby lease unto Lessee for the benefit of Nicholls the above Leased Premises on the following terms and conditions.

1. **TERM**

- a. Initial Term. The term of this Lease shall be for fifteen (15) years commencing on the "Commencement Date" which shall be _____, 2022 through _____, 2037.

2. **RENEWAL OPTION**. Lessee shall have four (4) options to renew on the same terms and conditions (each, a "Renewal Option"), each for an additional ten (10) year period commencing on the date the prior term expires and expiring on the 10th anniversary of such date ("Renewal Term") provided that:

- a. Lessee notified Lessor in writing, which shall be delivered in accordance with Section 10, no later than ninety (90) days prior to the last day of the Initial Term hereof, or then current Renewal Term, if any, of Lessee's election to exercise the Renewal Option; and
- b. Lessee is not then in default (after receipt of written notice and expiration of any applicable cure periods) under any of the terms and conditions of this Lease.

The Initial Term and Renewal Terms (if any) will be referred to collectively as the "Term."

3. **CONSIDERATION**. In lieu of rent, Lessee shall, as cause for this lease,

- a. Construct or place buildings and improvements on the Leased Premises for the purpose of a coastal field station, classrooms, dormitories, residences for instructors or caretakers or students, docking facilities, piers, wharves, boathouses, and any other such construction of equipment which may be the adjunct of or used in connection with an coastal field station. Upon the expiration of the term of this Lease all immovable improvements shall become the property of the Lessor.
- b. Report to Lessor activities undertaken at Leased Premises on an annual basis no later than 31 December each year during the duration of Lease:
- i. # research projects involving facility usage,
 - ii. # projects published involving research conducted through use of the facility,
 - iii. # overnight utilization by students, faculty, and university guests,
 - iv. # day events for research and education purposes,
 - v. # day events for other purposes.
- c. Provide Lessor with an annual Income and Expense Statement, Statement of Cash Flows, and Balance Sheet for the Fourchon Field Research Facility, no later than 31st of March each Lease year, that detail how revenues generated from non-educational and non-research related activities are spent on upkeep and maintenance.
- d. Provide Lessor with copies of final reports of research projects and of published articles related to research and experiments undertaken on the Leased Premises and/or on adjacent property.
- e. Maintain the buildings and improvements on the Leased Premises as provided in Section 5 herein below.

4. **USES AND MANAGEMENT**. Lessee shall have the right to use the Leased Premises for scientific research and education related to the coastal area ("Primary Purpose"). As an ancillary use, Lessee shall further have the right to rent out the facility for special events, of reasonable type and size (e.g. use as a private event venue, staging area for filming, or fishing rodeo) to generate revenue to the extent that the net revenues are used solely for maintenance and operation of the Leased Premises for the Primary Purpose.

At no time shall, Lessee grant permission or otherwise allow anyone to use the Leased Premises for commercial purposes, such as charter fishing. Lessee shall do

nothing on the Leased Premises that tends to injure or depreciate the Leased Premises, or that is illegal, unlawful or prohibited by any law, ordinance, rule or regulation of any applicable public authority.

Fishing and crabbing from the Leased Premises or in its adjacent waters is permitted by Lessee's temporary invitees, but commercial fishing, use as a marina, or public fishing area is prohibited.

Within the boundary of the Leased Premises or in its adjacent waters, collection of plants and animals using methods including but not limited to rod and reel, cast netting, minnow traps, hoop nets, trawling, crabbing, flip boards, mist netting, live traps, and other gear is permitted by Lessee's temporary invitees, under Lessee's supervision, as an educational, research, and cultural activity as allowed by possession of legal license and collecting permits. The use of the dock and harbour to support boating activity by Lessee's temporary invitees is allowed in support of educational, research, and cultural activities. Use of dock and bulkhead as a public marina, or public fishing area is prohibited.

The Lessee may enter into beneficial partnerships with local institutions and entities, such as but not limited to the Greater Lafourche Port Commission, for upkeep of the Leased Premises and improvement of the building and access, including but not limited to mowing, access road repair, provision of internet access, security cameras, bulkhead improvements, harbor deepening, post-storm assessment, and regular patrols by Harbor Police.

5. MAINTENANCE BY LESSEE

Lessee shall at all times keep and maintain the Leased Premises and improvements thereon, including all electrical, HVAC, plumbing, roof, bulkheads, wharves, foundation, and structure of the improvements in good clean order, condition and repair, and shall deliver same to Lessor at the termination of this Lease in good order and condition, normal wear and tear excepted, broom clean and free from trash. Lessee shall remove all refuse created by its operations.

Subject to any damages occurring during Lessee's possession, including but not limited to any damages from hurricanes, tornadoes, water-spouts, subsidence, coastal land loss, sea level rise, and increases in water height to be repaired or replaced, Lessee's taking possession of the Leased Premises pursuant to this Lease shall constitute its acknowledgment that same are in good order and condition and Lessee shall maintain same in like condition thereafter. Lessee shall have the custody of the Leased Premises for all purposes and Lessor has no obligation for the maintenance and condition thereof.

6. LESSEE'S INDEMNITY AND INSURANCE

- a. Indemnity. Lessee agrees to defend, indemnify and hold harmless Lessor and Lessor's members and affiliates and the directors, officers, employees, agents, representatives, successors, assigns and heirs of each of the foregoing (together, the "Lessor Parties"), from and against all claims, losses, damages, costs demands, suits, fines, penalties and expenses of any nature, resulting or arising from: (a) any breach of this Lease by Lessee; (b) any act, omission, wilful misconduct or negligence, whether sole or concurrent, of Lessee or Lessee's officers, directors, owners, shareholders, contractors, successors, agents, employees, invitees, partners, members, customers (together, the "Lessee Parties"); or (c) any accident, damage or injury (including death) to any person or property caused (i) upon, in or about the Leased Premises during the Term or (ii) in connection with Lessee's and any other Lessee Parties' use or occupancy the Leased Premises. This indemnity shall include costs incurred in proceedings brought upon the basis of such claims and the defense thereof, specifically including, but without limitation thereto, including reasonable attorneys' fees, court costs and fees of witnesses. Lessor

shall have no responsibility for any condition of the Leased Premises, and is not liable for any injury, death and/or damage caused by any defect of the Leased Premises arising after the Commencement Date to Lessee, any of the other Lessee Parties or anyone else. Lessee's indemnity obligations under this Section and elsewhere in this Lease arising prior to the expiration or earlier termination of this Lease shall survive any such expiration or earlier termination

- b. Insurance. At all times during the term of this Lease, Lessee shall carry insurance, free of cost to Lessor, with Lessor named as additional insured, and with waiver of subrogation in favor of Lessor under all policies. Lessee shall carry underlying primary policies of Commercial General Liability (with contractual liability coverage), Workers Compensation and Employers Liability Insurance, each such underlying primary policy with a limit of no less than ONE MILLION (\$1,000,000.00) DOLLARS, and shall carry bodily injury and property damage excess umbrella liability insurance subject to the same terms and conditions of the primary policies in an amount necessary to provide a combined limit of at least TWO MILLION (\$2,000,000.00) DOLLARS. Lessee shall carry replacement cost insurance for structures or Lessee shall be responsible for any funds needed to rebuild not covered or fully covered by insurance.

7. SUBLEASE AND ASSIGNMENT

Except with the prior written consent of Lessor, at the sole discretion of Lessor, Lessee shall not assign, transfer, mortgage or in any manner transfer this Lease or any estate or interest herein, or permit any such assignment or transfer to occur by operation of law or otherwise or sublet the Leased Premises or any part or parts thereof.

8. DAMAGE OR DESTRUCTION.

In the event that during the term hereof the improvements on the Leased Premises shall be damaged fifty (50%) percent or more by fire, natural disaster, or other casualty, Lessee or Lessor may terminate this agreement with thirty (30) days written notice. In the event Lessee terminates the Lease, Lessee shall turnover and assign to Lessor all proceeds of insurance or any state, local, or federal funds available for repair or rebuilding.

9. SURRENDER OF PREMISES

At the expiration date of the Term of this Lease or its termination for other cause, Lessee is obligated to immediately surrender the possession of the Leased Premises and upon failure of Lessee to do so, Lessee consents to pay any and all damages suffered by Lessor.

Lessee agrees to remove, at the termination of this Lease, provided Lessee is not in default, such of Lessee's moveable fixtures, and other personal property as are not permanently affixed to the Leased Premises; to remove signs of Lessee as Lessor may request; to repair any damage caused by such removal; and peaceably to yield up the Leased Premises and all alterations and additions thereto and all fixtures and equipment which are permanently affixed to the Leased Premises, which shall thereupon become the property of the Lessor, in clean and good order, repair and condition. Any personal property of Lessee not removed at such termination shall, at Lessor's option, become the property of Lessor to be disposed of at Lessor's sole discretion.

10. NOTICES

All notices, demands, requests and other instruments that are required or may be given under this Lease or the law, shall be given either in person, by public courier

(e.g., Federal Express, etc.) or by U.S. Mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

If to Lessee: University of Louisiana System

Attn: _____

With a copy to: Ms. Linda Clark, Esq. _____

If to Nicholls: Nicholls State University
P.O. Box 2001
Thibodaux, LA 70310
Attn: Dr. John Clune, Jr., President

If to Lessor: Edward Wisner Donation Trust
P. O. Box 52204
New Orleans, LA 70152-2204
Attn: Amanda Philips

With a copy to: Simon, Peragine, Smith & Redfearn, LLP
1100 Poydras Street, 30th Floor
New Orleans, LA 70130
Attn: M. Claire Durio

Either Lessee or Lessor may change its address by providing written notice of such change. Notice shall be deemed to have been given when actually given in person or by public courier or when mailed as shown by a postal mailing receipt.

11. **MISCELLANEOUS.**

- a. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, successors in interest, transferees and assigns.

- b. This Agreement may be executed in any number of counterparts, each of which shall constitute an original document which shall be binding upon any of the parties executing same. To facilitate recordation of this agreement, the parties hereto agree that individual signature and acknowledgment pages from the various counterparts may be merged and combined with signature and acknowledgment pages from other counterparts.

- c. This Agreement does not confer or waive any rights except as provided herein.

- d. This Agreement shall be governed by Louisiana law, any litigation related to this Agreement shall be restricted to venue in the Parish of_____.

IN WITNESS WHEREOF, Lessor has executed this Agreement in the presence of the undersigned witnesses on the date below:

WITNESSES:

Print: _____

Print: _____

LESSOR
THE CITY OF NEW ORLEANS, TRUSTEE

By: _____
LaToya Cantrell
Title: Mayor
Date: _____

**BOARD OF SUPERVISORS OF THE
LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL
COLLEGE**

Print: _____

Print: _____

By: _____
Senator Edwin Murray
Title: _____
Date: _____

THE SALVATION ARMY, a Georgia Corporation

Print: _____

Print: _____

By: _____
Print: _____
Title: _____
Date: _____

**THE ADMINISTRATORS OF THE TULANE
EDUCATIONAL FUND**

Print: _____

Print: _____

By: _____
Patrick J. Norton
Title: _____
Date: _____

**HEIRS OF EDWARD WISNER AND
ASSIGNS**

_____	By: _____
Print: _____	Michael J. Peneguy
_____	Title: _____
Print: _____	Date: _____

IN WITNESS WHEREOF, Lessee has executed this Agreement in the presence of the undersigned witnesses on the date below:

WITNESSES:	LESSEE
	UNIVERSITY OF LOUISIANA SYSTEM

_____	By: _____
Print: _____	
_____	Title: _____
Print: _____	Date: _____

NICHOLLS STATE UNIVERSITY

_____	By: _____
Print: _____	
_____	Title: _____
Print: _____	Date: _____

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this _____ day of _____, 20__, personally came and appeared **LaToya Cantrell**, to me known, who, being by me duly sworn, declared and acknowledged to me, Notary, that she is the **Mayor**, of the **City of New Orleans and the Trustee** under an Act of Donation by the late Edward Wisner passed before Robert Legier, Notary Public, on August 4, 1914, as modified by an Act of Compromise and Satisfaction passed before Robert Legier, Notary Public, dated September 17, 1929, and pursuant to Chapter 19 of the City Charter of the City of New Orleans, and as modified by the March 18, 2020 Ratification, Extension, Modification and Amendment of the August 4, 1914 Edward Wisner Donation, that said instrument was signed on behalf of (i) said Trust under her authority as such Trustee and with the consent of and upon the advice of the Edward Wisner Trust Management Board and (ii) the City of New Orleans under her authority as Mayor, and said appearer acknowledged that she executed the same as a free act and deed of the Trustee and the City of New Orleans, for the purposes and considerations therein.

Print: _____
NOTARY PUBLIC

Notary or Bar # _____
My commission expires: _____
(SEAL)

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this _____ day of _____, 20__, personally came and appeared **Edwin Murray**, to me known, who, being by me duly sworn, declared and acknowledged to me, Notary, that he is _____, of **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**, that as such duly authorized officer, by and with authority of the _____ of Directors of said organization, he signed, and executed the foregoing instrument, as the free and voluntary act and deed of said organization, for and on behalf of said organization, and for the object and purposes therein set forth.

Print: _____
NOTARY PUBLIC

Notary or Bar # _____
My commission expires: _____
(SEAL)

ACKNOWLEDGMENT

STATE OF GEORGIA

COUNTY OF _____

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said County and State aforesaid, on this _____ day of _____, 20__, personally came and appeared _____, to me known, who, being by me duly sworn, declared and acknowledged to me, Notary, that he/she is _____, of **The Salvation Army, a Georgia corporation**, that as such duly authorized officer, by and with authority of the Board of Directors of said corporation, he/she signed, and executed the foregoing instrument, as the free and voluntary act and deed of said corporation, for and on behalf of said corporation, and for the object and purposes therein set forth.

Print: _____
NOTARY PUBLIC

Notary or Bar # _____
My commission expires: _____
(SEAL)

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish/County and State aforesaid, on this _____ day of _____, 20__, personally came and appeared **Patrick J. Norton**, to me known, who, being by me duly sworn, declared and acknowledged to me, Notary, that he/she is _____, of **The Administrators of the Tulane Educational Fund**, that as such duly authorized officer, by and with authority of the Board of Directors of said corporation, he/she signed, and executed the foregoing instrument, as the free and voluntary act and deed of said corporation, for and on behalf of said corporation, and for the object and purposes therein set forth.

Print: _____
NOTARY PUBLIC

Notary or Bar # _____
My commission expires: _____
(SEAL)

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this _____ day of _____, 20____, before me personally appeared **Michael J. Peneguy**, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed it as his/her free act and deed.

Print Name _____
NOTARY PUBLIC

Notary or Bar # _____
My commission expires: _____
(SEAL)

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this _____ day of _____, 20____, personally came and appeared _____, me known, who declared that he is the _____, of the University of Louisiana System, State of Louisiana, that he executed the foregoing instrument on behalf of said University of Louisiana System and that the instrument was signed pursuant to the authority granted to him by said University of Louisiana System and that he acknowledged the instrument to be the free act and deed of said University of Louisiana System.

Print Name: _____
NOTARY
PUBLIC

Notary or Bar # _____
My commission expires: _____
(SEAL)

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

FACILITIES PLANNING COMMITTEE

June 23, 2022

Item H.3. **Northwestern State University's** request for approval to enter into a Ground Lease with the Demons Unlimited Foundation for interior renovations to Prather Coliseum, as authorized by La. R.S. 17:3361.

EXECUTIVE SUMMARY

The University is requesting approval to enter into a Ground Lease with the Demons Unlimited Foundation, a non-profit organization, for interior renovations to Prather Coliseum, as authorized by La. R.S. 17:3361. The lease consists of the building, Prather Coliseum, located at 220 South Jefferson Street. The project cost is approximately \$100,000. The approximate square footage of the room within Prather Coliseum to be leased is 1,612 square feet. The renovation will include painting, installation of new restroom and shower fixtures as well as flooring and other related work. The warranty of the renovations 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.

The University will grant a four-month 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 November 1, 2022, 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 Northwestern State University's request to enter into a Ground Lease with the Demons Unlimited Foundation for interior renovations to Prather Coliseum, as authorized by La. R.S. 17:3361.

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

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

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



NORTHWESTERN STATE

Office of the President

H.3.

June 6, 2022

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

Re: Lease Agreement with Demons Unlimited Foundation for Interior Renovations to
Prather Coliseum

Dear Dr. Henderson:

Northwestern State University is submitting a request for the attached *Lease Agreement with Demons Unlimited Foundation for Interior Renovations to Prather Coliseum* be placed on the agenda for approval at the June 2022 Board meeting.

Thank you for your consideration of this request.

Sincerely,

Dr. Marcus Jones
President

Attachment

Established
1884

GROUND LEASE

**STATE OF LOUISIANA
PARISH OF NATCHITOCHES**

KNOW ALL MEN BY THESE PRESENTS THAT:

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

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

DEMONS UNLIMITED FOUNDATION, a non-profit corporation, domiciled in Natchitoches Parish, Louisiana, with its address of 468 Caspari Drive, Natchitoches, Louisiana 71497, represented herein by its duly authorized representative Mike Newton, President of the Demons Unlimited 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 Natchitoches 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 perform renovations to Prather Coliseum, located at 220 South Jefferson Street on the campus of Northwestern State University, identified in Exhibit A, hereinafter the "Project, at an approximate cost of \$100,000. The approximate square footage of the building to be leased is 1,612 sq feet. The renovation will include painting, installation of new seating, and other related work. The warranty of the

renovations 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 1st day of November 2022 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: Northwestern State University
 c/o Jennifer Kelly
 Executive Director University Affairs
 140 Central Avenue
 Natchitoches, LA 71497

Tenant: c/o Mike Newton, President
 Demons Unlimited Foundation
 468 Caspari Drive
 Natchitoches, LA 71497

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 1, 2022.

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Natchitoches, Parish of Natchitoches, State of Louisiana on this _____ day of __, 2022.

WITNESSES:

DEMONS UNLIMITED
FOUNDATION

Mike Newton, President

NOTARY PUBLIC

Print Name:

Notary ID #

My Commission is: _____

WITNESSES:

NORTHWESTERN STATE UNIVERSITY

Dr. Marcus Jones, 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.

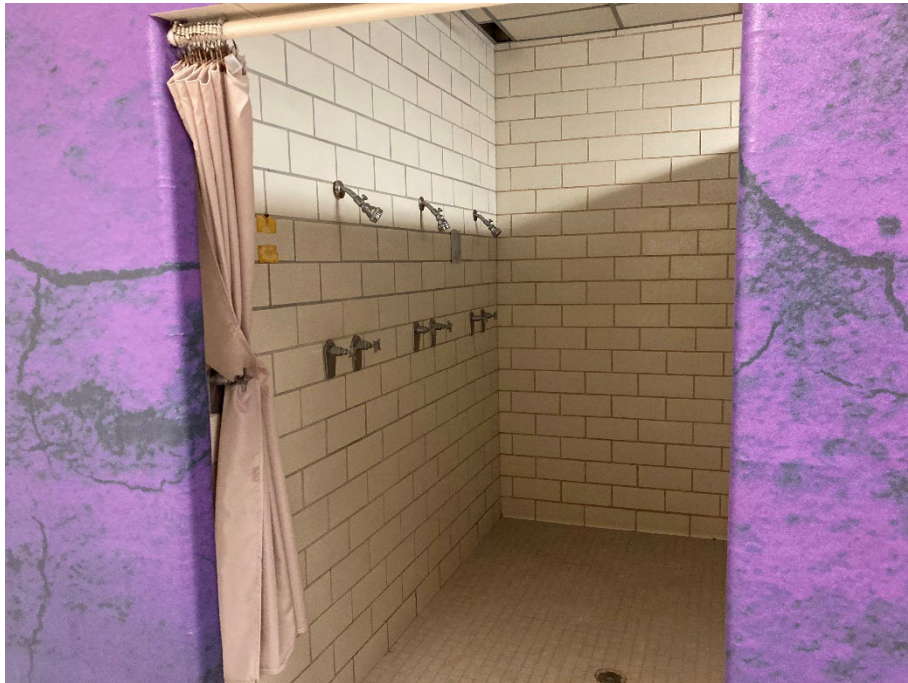
F. VERIFICATION OF COVERAGE

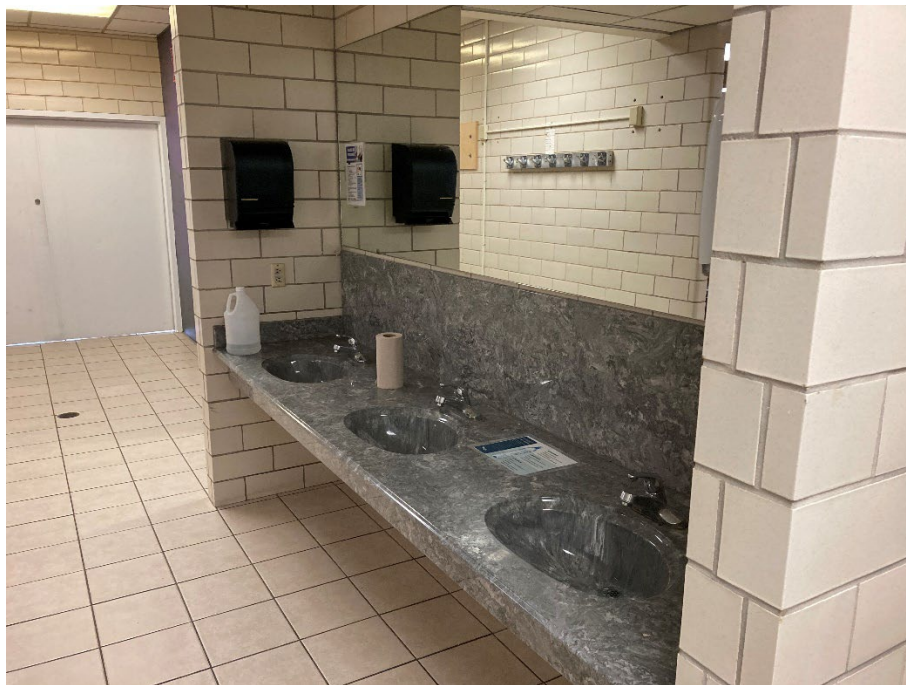
Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency 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
NORTHWESTERN STATE UNIVERSITY
PRATHER COLISEUM
Renovation to interior room 123
Men's Basketball Locker Room (1612 sq.ft)
To include painting, flooring, restroom and shower fixtures





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

FACILITIES PLANNING COMMITTEE

June 23, 2022

Item H.4. **Northwestern State University's** request for approval to enter into a Ground Lease with the Demons Unlimited Foundation for interior renovations to the NSU Athletic Fieldhouse, as authorized by La. R.S. 17:3361.

EXECUTIVE SUMMARY

The University is requesting approval to enter into a Ground Lease with the Demons Unlimited Foundation, a non-profit organization, for interior renovations to the Athletic Fieldhouse, as authorized by La. R.S. 17:3361. The lease consists of the building, Athletic Fieldhouse, located at 468 Caspari Street. The project cost is approximately \$138,000. The approximate square footage of the room within the Athletic Fieldhouse to be leased is 2,400 square feet. The renovation will include painting, installation of flooring and weight equipment, and other related work. The warranty of the renovations 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.

The University will grant a four-month period for completion of the project. Upon completion of the project, the Foundation will execute a donation of the completed project to the University. The lease will terminate on November 1, 2022, 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 Northwestern State University's request to enter into a Ground Lease with the Demons Unlimited Foundation for interior renovations to the NSU Athletic Fieldhouse, as authorized by La. R.S. 17:3361.

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

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

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



NORTHWESTERN STATE

Office of the President

H.4.

June 6, 2022

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

Re: Lease Agreement with Demons Unlimited Foundation for Interior Renovations to
Athletic Fieldhouse

Dear Dr. Henderson:

Northwestern State University is submitting a request for the attached *Lease Agreement with Demons Unlimited Foundation for Interior Renovations to Athletic Fieldhouse* be placed on the agenda for approval at the June 2022 Board meeting.

Thank you for your consideration of this request.

Sincerely,

Dr. Marcus Jones
President

Attachment

Established
1884

GROUND LEASE

**STATE OF LOUISIANA
PARISH OF NATCHITOCHES**

KNOW ALL MEN BY THESE PRESENTS THAT:

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

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

DEMONS UNLIMITED FOUNDATION, a non-profit corporation, domiciled in Natchitoches Parish, Louisiana, with its address of 468 Caspari Drive, Natchitoches, Louisiana 71497, represented herein by its duly authorized representative Mike Newton, President of the Demons Unlimited 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 Natchitoches 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 perform renovations to Prather Coliseum, located at 220 South Jefferson Street on the campus of Northwestern State University, identified in Exhibit A, hereinafter the "Project, at an approximate cost of \$138,000. The approximate square footage of the building to be leased is 2,400 sq feet. The renovation will include painting, installation of flooring and equipment, and other related work. The warranty

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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.

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 Demons Unlimited Foundation
 468 Caspari Drive
 Natchitoches, LA 71497

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 June 23, 2022.

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Natchitoches, Parish of Natchitoches, State of Louisiana on this _____ day of __, 2022.

WITNESSES:

DEMONS UNLIMITED
FOUNDATION

Mike Newton, President

NOTARY PUBLIC

Print Name:

Notary ID #

My Commission is: _____

WITNESSES:

NORTHWESTERN STATE UNIVERSITY

Dr. Marcus Jones, 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.

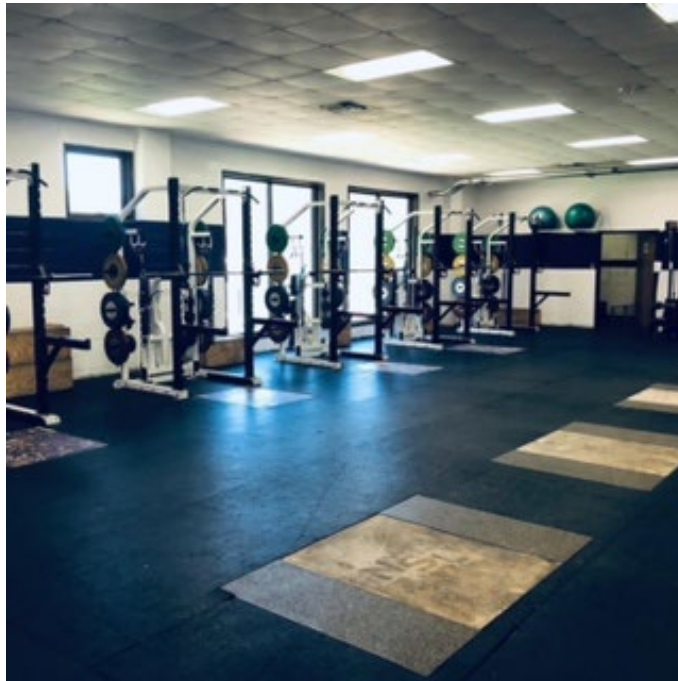
F. VERIFICATION OF COVERAGE

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
NORTHWESTERN STATE UNIVERSITY
Athletic Fieldhouse
Renovation to interior room 209
Weight Room (2,400 sq.ft)
To include painting, flooring, equipment





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Huckaby & Associates PO Box 21154 Columbia SC 29221	CONTACT NAME: Rita Woomer PHONE (A/C, No, Ext): E-MAIL ADDRESS: rita@huckabyandassociates.com INSURER(S) AFFORDING COVERAGE INSURER A: Tri-State Ins Co of Minnesota INSURER B: Utica National Assurance Co INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 31003 10687
INSURED EXTREME EQUIPMENT SALES LLC DBA TOTAL STRENGTH AND PO BOX 4664 WEST COLUMBIA SC 29171		

COVERAGES**CERTIFICATE NUMBER:** 2021-2022 Master Cert**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ADV4457314-42	11/27/2021	11/27/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$
							ANCCH \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		5370456	08/19/2021	08/19/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Northwestern State University is named as additional insured

CERTIFICATE HOLDER**CANCELLATION**Northwestern State University
200 Sam Sibley Drive

Natchitoches

LA 71497

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Huckaby & Associates PO Box 21154 Columbia SC 29221	CONTACT NAME: Rita Woomer PHONE (A/C, No, Ext): E-MAIL ADDRESS: rita@huckabyandassociates.com INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Co INSURER B: Employers Mutual Casualty Company INSURER C: Utica National Assurance Company INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 35378 10687
--	---	--

COVERAGES**CERTIFICATE NUMBER:** 2021/2022 Updated Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		MKL7PBC000988	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Property damage-single \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			4E96181	08/19/2021	08/19/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired/borrowed \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	5370456	08/19/2021	08/19/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Northwestern State University is named as additional insured

CERTIFICATE HOLDER**CANCELLATION**Northwestern State University
200 Sam Sibley Drive

Natchitoches

LA 71497

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

FACILITIES PLANNING COMMITTEE

June 23, 2022

Item H.5. **Southeastern Louisiana University's** request for approval to name the D Vickers Hall addition, the "Robin Roberts Broadcast Media Center."

EXECUTIVE SUMMARY

The University is requesting to name the D Vickers Hall Addition, the "*Robin Roberts Broadcast Media Center*." The current capital outlay project to renovate D Vickers Hall will include the renovation of one of Southeastern's largest classroom buildings and is home of the Vonnie Borden Theater. This approximately \$32 million capital outlay project includes \$5 million in private funds from the Southeastern Foundation to support the addition of a state-of-the-art broadcast media center. Construction is anticipated to begin early next year.

Robin Roberts is a 1983 Southeastern graduate and one of the University's most notable alums. She currently serves as co-anchor for ABC's "Good Morning America" and is one of the most widely acclaimed broadcast journalists in America. Robin has been a tremendous treasure for Southeastern and a true role model. She is one of the University's foremost advocates, an ambassador, and a generous contributor.

In addition, Robin was named Distinguished Southeastern Alumna of the Year in 1996 and received the Distinguished Alumnus Award by the American Association of State Colleges and Universities in 2011. Southeastern awarded her an honorary doctorate at Spring Commencement in May 2019.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval to name the D Vickers Hall Addition, the "Robin Roberts Broadcast Media Center."

June 2, 2022

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

Dear Dr. Henderson:

As you know, one of Southeastern's current capital outlay projects is the renovation of D Vickers Hall (slab number S03242). Construction is anticipated to begin early next year following repair of roof damage caused by Hurricane Ida and asbestos abatement.

In addition to the renovation of one of our largest classroom buildings and home of the Vonnie Borden Theater, this approximately \$32 million capital outlay project includes \$5 million in private funds from the Southeastern Foundation to support the addition of a state-of-the-art broadcast media center. We respectfully request permission to name the new addition the ***"Robin Roberts Broadcast Media Center."***

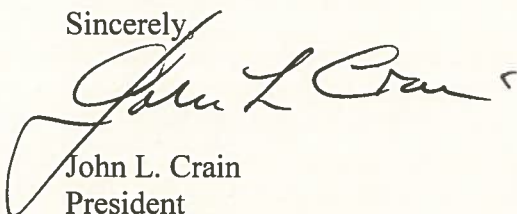
Robin Roberts is a Southeastern alumnus of the class of 1983 and one of the University's most notable alums. She currently serves as co-anchor for ABC's "Good Morning America" and is one of the most widely acclaimed broadcast journalists in America.

Robin has been a tremendous treasure for Southeastern, and a true role model. She is one of the university's foremost advocates, an ambassador, and a generous contributor.

She was named Distinguished Southeastern Alumna of the Year in 1996 and received the Distinguished Alumnus Award by the American Association of State Colleges and Universities in 2011. Southeastern awarded her an honorary doctorate at Spring Commencement in May, 2019.

I respectfully request that you place this item on the agenda for the June 2022 meeting of the Board of Supervisors.

Sincerely,



John L. Crain
President

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

FACILITIES PLANNING COMMITTEE

June 23, 2022

Item H.6. **University of Louisiana at Lafayette's** request for approval to name (1) the Athletic Trainer's Offices at Donald & Janice Mosing Student Athlete Performance Center, "Halkiades Family Athletic Trainer's Office" and (2) Linebacker Room at Donald & Janice Mosing Student Athlete Performance Center, "John Bordelon Linebacker Room."

EXECUTIVE SUMMARY

Athletic Trainer's Offices at Donald & Janice Mosing Student Athlete Performance Center, "*Halkiades Family Athletic Trainer's Office.*"

George Halkiades was born in 1942 in Kingsport, Tennessee to Phellos and Theodora Halkiades. Both parents emigrated to the United States from Turkey but were of Greek descent. He attended the University of Louisiana at Lafayette on scholarship as a football equipment manager, was president of Letterman's Club, served on the student council, and was a member of many other campus organizations. Notably, in 1962-63, he earned recognition as "Who's Who Among Students in American Universities and Colleges." George graduated in 1963 and received a Bachelor of Science degree in Electrical Engineering.

George Halkiades began his career in the Research and Development department at Phillips Petroleum Co. in September 1963 and later joined Applied Automation, a wholly owned subsidiary of Phillips, in 1968. George continued working at Applied Automation or its successor companies (Hartmann & Braun, Elsas Bailey, ABB and Siemens) for 40 years in various capacities and retired in 2003 as plant manager.

George married Jeannette Louise Evans in September 1968. His son, Vincent Anthony Halkiades, was born in 1971 and currently lives in Claremore, Oklahoma. His wife passed away in 2004. George has an extensive history of community service and has served on numerous nonprofit boards. George is proud to be a Ragin' Cajun and feels his experience at UL Lafayette (as well as his parents' support) allowed him to thrive and succeed professionally and personally. He has pledged \$25,000 for a philanthropic naming for the useful life of the facility to benefit the Cajun Field capital renovation project.

Linebacker Room at Donald & Janice Mosing Student Athlete Performance Center, “John Bordelon Linebacker Room.”

John Bordelon earned a bachelor’s degree in accounting from the University of Southwestern Louisiana (currently named UL Lafayette) in 1977. He later joined Home Bank in 1981 and served in several leadership positions prior to being promoted to President and CEO in 1993. He has served on the Board of Directors for Community Foundation of Acadiana, Southwest Medical Center, United Way of Acadiana, Louisiana Open, Ascension Day School, Women’s and Children’s Hospital, and the University of Louisiana’s Athletic Foundation Advisory Committee. He was Chairman of the Greater Lafayette Chamber of Commerce and co-founded the Ragin’ Cajun Athletic Foundation (RCAF). Mr. Bordelon has pledged \$50,000 for a philanthropic naming for the useful life of the facility to benefit the RCAF Football Capital Campaign Fund for the Cajun Field capital renovation project.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette’s request to name (1) the Athletic Trainer’s Offices at Donald & Janice Mosing Student Athlete Performance Center, “Halkiades Family Athletic Trainer’s Office” and (2) Linebacker Room at Donald & Janice Mosing Student Athlete Performance Center, “John Bordelon Linebacker Room.”



June 2, 2022

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

Dear Dr. Henderson:

This is a request for Board's approval of the below two philanthropic naming opportunities at the University of Louisiana at Lafayette:

1. Halkiades Family Athletic Trainer's Office

George Halkiades is a 1963 alumnus, former football equipment manager, Letterman's Club president, and proud Ragin' Cajun. With a successful career and an extensive history of community service, George feels his experience at the University of Louisiana at Lafayette and that of his parent's support has enabled him to thrive and succeed personally and professionally. George has pledged \$25,000 to name the Athletic Trainer's Office at the Donald & Janice Mosing Student Athlete Performance Center for the useful life of the facility, benefitting the capital renovation project at Cajun Field.

2. John Bordelon Linebacker Room

John Bordelon is a distinguished alumnus of the University of Louisiana at Lafayette having earned a bachelor's degree in accounting in 1977. He joined Home Bank in 1981 and was promoted in 1993 to President and CEO. John has served on a variety of boards within the community and co-founded the Ragin' Cajun Athletic Foundation (RCAF). Mr. Bordelon has pledged \$50,000 to name the Linebacker Room at the Donald & Janice Mosing Student Athlete Performance Center for the useful life of the facility. His gift benefits the Cajun Field capital renovation project.

Please place these items on the agenda for consideration at the June 2022 meeting of the Board of Supervisors.

Sincerely,

E. Joseph Savoie
President

SVC

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

FACILITIES PLANNING COMMITTEE

June 23, 2022

Item H.7. **University of Louisiana at Monroe's** request for approval to name the mock trial room the "E. Orum Young, Jr., Courtroom."

EXECUTIVE SUMMARY

The University is requesting approval to name the mock trial room the "*E. Orum Young, Jr., Courtroom*" in honor of E. Orum Young, Jr., a long-time and significant supporter of ULM and the ULM Mock Trial team.

E. Orum Young, Jr. graduated from the University of Louisiana at Monroe in 1971. After graduating from law school at Brigham Young University, he returned to northeast Louisiana, served as an Assistant District Attorney for Louisiana, and founded his own law firm, E. Orum Young, LLC. He has received the Pro Bono Attorney Award three separate times by Northeast Louisiana Legal Services to recognize his community service. In addition to his legal success and community service, E. Orum Young, Jr. has been a consistent and significant supporter of ULM's mock trial team since its formation in 2014.

By naming the mock trial room after E. Orum Young, Jr., future generations of students will continue to be impacted by his 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 the University of Louisiana at Monroe's request for approval to name the mock trial room the "*E. Orum Young, Jr., Courtroom*."

**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, 2022

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

Dear Dr. Henderson:

E. Orum Young, Jr., graduated from the University of Louisiana Monroe in 1971. After graduating from law school at Brigham Young University, he returned to northeast Louisiana, served as an Assistant District Attorney for Louisiana, and founded his own law firm, E. Orum Young, LLC. He has received the Pro Bono Attorney Award three separate times by Northeast Louisiana Legal Services to recognize his community service. In addition to his legal success and community service, E. Orum Young, Jr., has been a consistent and significant supporter of ULM's mock trial team since its formation in 2014.

The University of Louisiana Monroe requests approval to name the mock trial room in honor of E. Orum Young, Jr., an alumnus of ULM and a significant supporter of the ULM Mock Trial team.

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