

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

FINANCE COMMITTEE

August 25, 2022

Item H.1. **Louisiana Tech University's** request for approval to enter a Memorandum of Understanding with Louisiana Delta Community College.

EXECUTIVE SUMMARY

Delta Community College (LDCC) and Louisiana Tech University (LTU) enjoy a unique and productive relationship whereby the institutions seek opportunities to collaborate in support of their respective missions. The institutions wish to enter into a Memorandum of Understanding (MOU) to provide opportunities for shared faculty and staff development. With the MOU, faculty and staff at both institutions can take advantage of the unique educational strengths and resources that exist at both institutions.

Under conditions established by the MOU, and normal admission requirements, full-time faculty and staff would be able to enroll at the other institution at a reduced cost as follows:

- LDCC degree seeking full-time employees may enroll at LTU for up to 6 hours per quarter for a discounted cost of \$25 per credit hour not to exceed \$75 per 3 credit hour undergraduate course plus certain required fees and up to 6 hours per quarter for a discounted cost of \$50 per credit hour not to exceed \$150 per 3 credit hour graduate course plus certain required fees.
- LTU full-time employees may enroll at LDCC up to 6 hours per semester for a discounted cost of \$25 per credit hour not to exceed \$75 per 3 credit hour undergraduate course plus certain required fees.

The MOU is effective July 1, 2022 and will terminate on June 30, 2027.

Either party can terminate the MOU with three months' written notice to the other party. If the MOU is terminated early, for employees who are enrolled, the agreement would remain in effect until completion of the employees' courses.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request to enter into a Memorandum of Understanding with Louisiana Delta Community College relating to employee enrollment in the other's institution.

BE IT FURTHER RESOLVED, that the President of Louisiana Tech University is hereby authorized to execute any and all documents necessary.



H.1.

LOUISIANA TECH
UNIVERSITY®

OFFICE OF THE PRESIDENT

July 29, 2022

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

The attached Memorandum of Understanding between Louisiana Tech University and Louisiana Delta Community College is being submitted for consideration for the August 2022 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

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

July 29, 2022

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

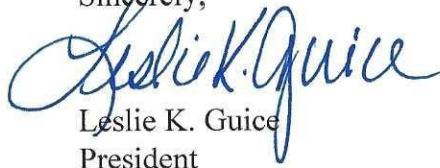
Dear Dr. Henderson,

Louisiana Tech University is submitting the following item to be placed on the agenda for approval at the August 2022 meeting of the Board of Supervisors.

Delta Community College and Louisiana Tech University enjoy a unique and productive relationship whereby the institutions seek opportunities to collaborate in support of their respective regional missions. Continued educational growth and development of faculty and staff are essential as roles, responsibilities, and programming needs evolve over time. Therefore, Louisiana Tech University wishes to enter into a memorandum of understanding with Delta Community College to provide opportunities for shared faculty and staff development. In this way, faculty and staff at both institutions can take advantage of the unique educational strengths and resources that exist at both Tech and Delta.

Your consideration of this request is greatly appreciated.

Sincerely,



Leslie K. Guice
President

tm
attachment

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
AND
LOUISIANA DELTA COMMUNITY COLLEGE

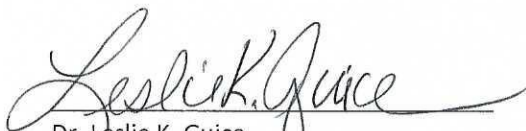
Memorandum of Understanding for Consideration of Reduced Tuition

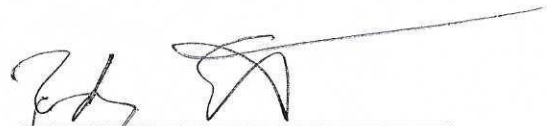
BACKGROUND: LOUISIANA TECH UNIVERSITY (LTU) and LOUISIANA DELTA COMMUNITY COLLEGE (LDCC) provide higher education opportunities to the citizens of north Louisiana and beyond. Further, to meet SACSCOC accreditation criteria, LDCC employees must hold certain higher education credentials; and, LTU offers educational programs that LDCC employees may complete in order to meet SACSCOC requirements. Therefore, LTU seeks to assist LDCC in its efforts to maintain SACSCOC accreditation by providing certain tuition waiver benefits to qualified LDCC employees who wish to enroll at LTU.

The following will apply to the Memorandum of Understanding (MOU):

1. Full-time faculty and staff of LDCC may enroll at Louisiana Tech University for undergraduate or graduate courses at a reduced tuition rate plus certain applicable fees.
2. The following conditions apply to LDCC employees enrolling at LTU:
 - a. The LDCC employee must be a degree-seeking student at LTU.
 - b. The LDCC employee must be employed on a full-time basis at LDCC.
 - c. The LDCC employee must submit an application for admission to LTU and pay the appropriate application fee.
 - d. The LDCC employee will be subject to normal admission requirements for enrollment in the LTU program.
 - e. The LDCC employee will adhere to LTU policies and procedures.
 - f. Enrollment at LTU requires an approved MOU between the LTU President and the Chancellor of LDCC.
 - g. LDCC employees may register for up to six (6) hours per quarter at a reduced rate of \$25.00 per credit hour, not to exceed \$75.00 for any three (3) credit hour undergraduate course.
 - h. LDCC employees may register for up to six (6) hours per quarter at a reduced rate of \$50.00, not to exceed \$150.00 for any three (3) credit hour graduate course.
 - i. LDCC employees may register for a maximum of six (6) credit hours (either undergraduate, graduate, or a combination of undergraduate and graduate) per quarter, including summer quarter.
 - j. LDCC employees will be assessed certain fees that are not waived, such as the academic excellence fee, operational fee, technology fee, online fee, and energy surcharge fee. As they are implemented, the LDCC employees may also be assessed new mandatory fees that are not eligible for waiver.
 - k. The MOU applies only to courses for which regular tuition and fees are assessed, including on-campus courses, extension courses, and online courses.
3. The following conditions apply to LTU employees enrolling at LDCC:
 - a. The LTU employee must be employed on a full-time basis at LTU.
 - b. The LTU employee must submit an application for admission to LDCC.
 - c. The LTU employee will be subject to normal admission requirements for enrollment in the LDCC program.
 - d. The LTU employee will adhere to LDCC policies and procedures.
 - e. Enrollment at LDCC requires an approved MOU between the LTU President and the Chancellor of LDCC.
 - f. LTU employees may register for up to six (6) hours per semester at a reduced rate of \$25.00 per credit hour, not to exceed \$75.00 for any three (3) credit hour course.

- g. LTU employees will be assessed certain fees that are not waived, such as the academic excellence fee, operational fee, student life fee, and Student Enterprise System fee. As they are implemented, the LTU employees may also be assessed new mandatory fees that are not eligible for waiver.
 - h. The MOU applies only to courses for which regular tuition and fees are assessed, including on-campus courses, extension courses, and online courses.
4. The effective date of this MOU is July 1, 2022.
5. The term of this MOU shall be from the date executed through June 30, 2027. At the conclusion of the term, the parties shall review for renewal. Either party may terminate this MOU upon three months written notice to the other party. If terminated by either party, the agreement shall remain in effect for those employees enrolled through this agreement, as of the date notice is given, until the conclusion of those employees' courses. No further enrollments shall be allowed through this agreement after termination notice is received by either party.


Dr. Leslie K. Guice
07/01/2022
Date


Dr. Randy Esters
JULY 1, 2022
Date

Louisiana Delta Community College
Reduced Tuition Application for Louisiana Tech University Enrollment

Through a Memorandum of Understanding between Louisiana Tech University (LTU) and Louisiana Delta Community College (LDCC), the following applies to LDCC employees seeking reduced tuition:

- The employee must be seeking a degree at LTU that supports LDCC's SACSCOC accreditation. If the employee is not degree-seeking, but is pursuing a credential that supports SACSCOC accreditation, consideration of reduced tuition may be given.
- The employee must be employed full-time at LDCC.
- The employee may register at LTU for up to six credit hours per quarter or summer term at a reduced tuition rate of \$25.00 per credit hour for undergraduate courses and \$50.00 per credit hour for graduate courses. These rates apply only to courses for which regular tuition and fees are assessed.
- The employee may be assessed certain fees that are not waived, such as academic excellence fee, operational fee, technology fee, energy surcharge fee, online fee, or other fees.

Quarter _____ Academic Year _____

Name _____ LDCC ID/SSN _____ Full-Time _____

Rank or Title _____ Department _____

Are you seeking a degree at LTU? _____ YES _____ NO

If yes, indicate degree/major _____

If no, what credential/certification are you pursuing? _____

Course Section	Credit Hours	Course Applicable to Degree/Credential?
_____	_____	_____
_____	_____	_____

Approved:

Kendra Hough, Director of Human Resources

Date

Wendi Tostenson: Vice Chancellor for Education and Student Services Date

Louisiana Delta Community College

Terry M. McConathy: Provost

Louisiana Tech University

Date

July 2022

Louisiana Tech University
Reduced Tuition Application for Louisiana Delta Community College Enrollment

Through a Memorandum of Understanding between Louisiana Tech University (LTU) and Louisiana Delta Community College (LDCC), the following applies to LTU employees seeking reduced tuition:

- The employee must be employed full-time at LTU.
- The employee may register at LDCC for up to six credit hours per term at a reduced tuition rate of \$25.00 per credit hour. These rates apply only to courses for which regular tuition and fees are assessed.
- The employee may be assessed certain fees that are not waived, such as academic excellence fee, operational fee, student life fee, and Student Enterprise System fee, or other fees.

Semester _____ Academic Year _____

Name _____ LTU ID/SSN _____ Full-Time _____

Rank or Title _____ Department _____

Course Section	Credit Hours
_____	_____
_____	_____

Approved:

Wendi Tostenson: Vice Chancellor for Education and Student Services Date
Louisiana Delta Community College

Terry M. McConathy: Provost
Louisiana Tech University

Date

July 2022

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

FINANCE COMMITTEE

August 25, 2022

Item H.2. **Nicholls State University's** request for approval to enter into a cooperative endeavor agreement with South Louisiana Economic Council, Inc.

EXECUTIVE SUMMARY

Nicholls State University is requesting Board approval to enter into a cooperative endeavor agreement with South Louisiana Economic Council (SLEC), Inc. SLEC was specifically created for the purpose of supporting the development of the region's economic base. Both Nicholls State University and SLEC have worked together throughout the years on projects specifically designed to enhance economic development.

At present, there is an existing cooperative endeavor agreement that defines the relationship between both parties, which was approved by the UL System Board on June 24, 2004. Additionally, there is a cooperative endeavor agreement that establishes provisions for SLEC to provide a minimum of \$350,000 for improvements to Babington Hall and to provide funding for additional improvements to the property, which was approved by the UL System Board on August 26, 2011. These agreements shall remain in effect and be unchanged.

The new cooperative endeavor agreement further defines the relationship between Nicholls and SLEC and the manner in which their combined efforts and focus on economic development in the Bayou Region can help the area recover from the impact of recent storms and the pandemic. This collaborative effort is further supported by the Bayou Region Incubator project that Nicholls was awarded by the Office of Community Development CDBG Grant and the Small Business Development agency located on the Nicholls campus. This new agreement will benefit the University as well as the broader regional community.

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 enter into a cooperative endeavor agreement with South Louisiana Economic Council, Inc. for further economic development.*



Nicholls State University

Office of the President

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

H.2.

August 4, 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 August 25, 2022 meeting of the Board of Supervisors for the University of Louisiana System:

Cooperative Endeavor Agreement with South Louisiana Economic Council, Inc.

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

COOPERATIVE ENDEAVOR AGREEMENT
between
SOUTH LOUISIANA ECONOMIC COUNCIL, INC. (SLEC)
(Regional Economic Development Organization (REDO))
and
NICHOLLS STATE UNIVERSITY (NiSU)

Be It Known, that this Cooperative Endeavor Agreement (Agreement), to be effective as of _____ (Effective Date), has been made and entered into by and between:

SOUTH LOUISIANA ECONOMIC COUNCIL, INC. (SLEC), a Regional Economic Development Organization (REDO), and a Louisiana 501(c)(3) non-profit corporation with offices at 322 Audubon Avenue/NSU, Babington Hall, Thibodaux, LA. 70301, and a mailing address of P. O. Box 2048--NSU, Thibodaux, LA. 70310, herein represented by its duly authorized and undersigned Officer, and;

NICHOLLS STATE UNIVERSITY (NiSU) a public university managed by a Board of Supervisors for the University of Louisiana System. The NiSU campus is located at 906 East First Street, Thibodaux, Louisiana, 70301 and a mailing address of P. O. Box 2004--NSU, Thibodaux, LA 70310, herein represented by its duly authorized and undersigned Officer.

(The above entities are collectively referred to herein as “parties,” and singularly referred to as a “party.”)

WHEREAS, the Louisiana Constitution of 1974 in Article VII, Section 14(C) provides that for a public purpose the State and its political subdivisions may engage in cooperative endeavors with each other and with any public or private association, corporation or individual, and in Article VI, Section 21 (A) authorizes assistance to local industry, and;

WHEREAS, The South Louisiana Economic Council, Inc., is a 501(c)(3), non-profit organization, established in 1983 on the Nicholls State University campus and exists for the purpose of promoting economic growth and development in the Bayou Region, and;

WHEREAS, South Louisiana Economic Council, Inc. (SLEC), serves as the REDO, representing the Louisiana Economic Development Department (LED) for the state of Louisiana and the Bayou Region (“Region”), consisting of Economic Development Officers (EDO’s) in four (4) parishes, including the Parishes of Assumption, Lafourche, St. Mary and Terrebonne, undertaking the programs, projects and services described below, and;

WHEREAS Nicholls State University is an accredited regional university with a diverse population of greater than 6,000 traditional and nontraditional students and has been the only university serving the Bayou Region since its inception in 1948 offering more than 60-degree programs, and;

WHEREAS, Nicholls State University’s Vision stated in its strategic plan is: “To be the intellectual, economic, and cultural heart of the Bayou Region”, and;

WHEREAS, the mission of each party encompasses the promotion of economic development in the Region and the State of Louisiana; and;

WHEREAS, the parties agree to promote the economic and educational development of the Region through the implementation of projects and activities as hereinafter provided; and;

WHEREAS, these projects and this Agreement have a public purpose, and they are in the public interest of the State of Louisiana and its citizens, and;

WHEREAS, the parties support their missions through this Agreement by enhancing regional economic development and by strengthening the social and cultural infrastructure of the Region; and, through this relationship, the objective of this Agreement will be accomplished, and;

NOW, THEREFORE, for and in consideration of the agreements herein made and the reciprocal benefits derived therefrom, the parties hereto agree to form a mutually beneficial partnership to develop and execute comprehensive and strategic regional economic development plans and activities that accomplish the goal and objective of this Agreement as follows:

I. Introduction

In order to serve the public hereinafter declared, SLEC and NiSU have entered into a mutually beneficial partnership to be accomplished through this Cooperative Endeavor Agreement.

In support of regional economic development, the parties agree to undertake programs, projects, and public services as described under Section III, “Scope of Services” below, and partner together to provide necessary public services promoting economic development. The parties are seeking to enhance their efforts for the development of high-quality regional economic development capacity building, and each party agrees to contribute to this endeavor. It is anticipated that this partnership will be successful in seeking out opportunities to enhance and create Regional economic growth, which will help drive the State’s economy; will assist in the creation of new Regional businesses and/or in the retaining of existing businesses in the Region and State; will assist in the creation of new jobs in the Region and/or in the retaining of existing jobs for the Region and citizens of Louisiana; and will assist the parties in promoting economic development in the Region and State and in becoming a more consistent, responsive and focused Regional economic development partner.

II. Goal and Objective

The Goal of this Agreement is for SLEC and NiSU to form a mutually beneficial partnership and to develop in the Region high-quality economic development programming and support on behalf of the State of Louisiana and the Louisiana Department of Economic Development, for the benefit of the public, the citizens of the Region and State, as shown in the Scope of Services provided below.

The Objective of this Agreement is for the parties to mutually provide the services described in this Agreement for the benefit of the Region and the public and to accomplish the objectives as described in the Scope of Services provided below.

III. Scope of Services

In order to successfully achieve the Goal and Objective stated above, the parties agree to provide economic development services listed below for the benefit of the public, the citizens of the State, the State of Louisiana and especially the Bayou Region.

Objective 1: Educational Sessions / Information sharing

The parties will provide ongoing opportunities for information sharing and educational sessions in person and via online meeting platforms.

Objective 2: Regional Business Development

The parties will provide in-depth, high-quality business development services and marketing and promotion of the Bayou Region to quality prospects, site location consultants, real estate professionals and project investors. Additional examples of Regional Business Development activities include, but are not limited to, any of the following: marketing and attraction, business development, business retention and expansion. The parties will promote the mutually shared regional economic development activities and values to local, regional, and state constituents and allies.

Objective 3: Product Development

The parties will provide in-depth, high-quality product development services. Examples of Regional Product Development activities include, but are not limited to, any of the following: site identification, selection, preparation and deal closing incentives, and acquisition of options to purchase property.

Objective 4: Workforce Development

The parties will provide in-depth, high-quality workforce development services. Examples of Workforce Development activities include, but are not limited to, any of the following: demand occupation/skills promotion, higher education through four and two year institutions, and secondary education partnerships, encouraging industry use of registered apprenticeships and OJT contracts, Jump Start support, curriculum development and labor studies.

Objective 5: Policy Development and Implementation

The parties will provide policy development and implementation services. Examples of Policy Development and Implementation activities include, but are not limited to, any of the following: research and commercialization, broadband access for residents, workforce development, and related activities.

Objective 6: Small Business and Community Development Assistance

The parties will support the provision of in-depth, high-quality assistance for small business and community development, and provide said resources in coordination with current programs and resources available through LED and other small business support partners. Examples of Small

Business and Community Development Assistance include, but are not limited to, any of the following: small business outreach, entrepreneurial and small business support, capital access, import-export assistance, and disaster preparedness-business continuity.

Objective 7: Local and Regional Specific Initiatives

The parties will provide and jointly develop local and regional specific initiatives as deemed integral to meeting local and regional demand.

IV. Other Supportive Contracts

This Agreement will be supported by other contracts between the South Louisiana Economic Council, Inc., Nicholls State University, the Louisiana Department of Economic Development, and other federal, state, and local governmental agencies and private organizations.

V. Lease Payments/SLEC Facilities

Lease payments as described in the current CEA between SLEC and NiSU dated August 29, 2011, will remain in effect and unchanged so long as SLEC occupies space in Babington Hall, Audubon Avenue, Nicholls State University or at other locations on campus as mutually agreed upon by NiSU and SLEC.

VI Termination

See Termination language and procedure under “Term of Contract/Termination” section below.

VII. Remedies for Default

Any claim or controversy arising out of this Agreement that cannot first be resolved between the parties shall be resolved under the provisions of LA. R.S. 39:1673. In the event either party defaults on this Agreement, breaches the terms of this Agreement, ceases to do business or ceases to do business in Louisiana during the term of this Agreement, this Agreement shall be terminated as provided in Section IX—“Term of Contract/Termination” below; and within thirty (30) days of such termination.

VIII. Ownership

All records, reports, documents and other materials delivered or transmitted to SLEC by NiSU shall remain the property of NiSU, and shall, upon request, be returned by SLEC to NiSU, at SLEC’s expense, at the termination or expiration of this Agreement. Copies of all records, reports, documents, or other materials related to this Agreement and/or obtained, prepared or produced by SLEC in connection with its performance under this Agreement shall, upon request, be delivered by SLEC to NiSU, at SLEC’s expense, at the termination or expiration of this Agreement.

IX. Record Retention

SLEC agrees to retain all records, books, and other documents relevant to this Agreement for a minimum of five (5) years.

X. Term of Contract/Termination

This Agreement shall remain in effect for a period of twenty (20) years from the effective date of this Agreement and shall automatically renew annually thereafter, unless either party to this Agreement terminates the Agreement pursuant to the terms and conditions of this Section. All

notices required under this Section shall be tendered by the parties in writing through the United States Postal System, by certified return receipt, to the mailing address specified above.

Termination For Cause: Either party may terminate this Agreement for cause based upon the failure of either party to comply with the terms and/or conditions of this Agreement; provided that the offended party shall give to the offending party a written notice specifying the failure. If within thirty (30) days after receipt of such notice the defect shall be cured, or in the case of a failure/s which cannot be corrected in thirty (30) days, a good faith effort has begun and is continuing thereafter and proceeds diligently to complete such correction, this Agreement shall remain in full force until the defect/s is cured unless parties mutually agree otherwise. If the offending party shall not have either corrected the defect/s within thirty (30) days, or a good faith effort has not begun to cure the defect, the offended party may, at its option, proceed to place the offending party in default and this Agreement shall terminate on the date specified in such notice.

Termination For Convenience: Either party may terminate this Agreement for convenience by serving a ninety (90) day written notice to the other party. Such termination may be rescinded within the prescribed period by the mutual consent of the parties, made in writing.

Termination For Funding: Either party may terminate this Agreement immediately, in writing, if sufficient funding and appropriations are not made available to either party by their governing authority or the State of Louisiana.

Discontinue Operations: Upon receipt of notice, the pertinent party shall, unless the notice directs otherwise, immediately discontinue any work related to this Agreement and the placing of any orders for materials, facilities, services, supplies, or any other contract in-force in connection with this Agreement. Either party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily. Either party shall be entitled to payment for allowable costs incurred and non-cancellable commitments as of the date of termination.

XI. Non-Discrimination Clause

The parties agree to abide by the requirements of the following, as amended and as applicable: Title VI and Title VII of the Civil Rights Act of 1964; Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; Rehabilitation Act of 1973; Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Fair Housing Act of 1968; Uniformed Services Employment and Reemployment Rights Act of 1994; and Americans with Disabilities Act of 1990. The parties agree not to discriminate in their employment practices and will render services under this Agreement without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by either party, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.

XII. Public Liability

SLEC hereby agrees to protect, defend, indemnify, save and hold harmless Nicholls State University, and the State of Louisiana, all State Departments, Agencies, Boards and

Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Nicholls State University, its agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by SLEC as a result of any claims, demands and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of NiSU, State of Louisiana, its State Departments, Agencies, Boards and Commissions, its agents, representatives, and/or employees. SLEC agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

SLEC further agrees to procure insurance to insure its obligations to NiSU hereunder. Such types and forms of insurance, policy limits, and prescribed granting of assured status shall be in accordance with NiSU standard practice for general agreements and made available by NiSU to SLEC prior to execution of this Agreement.

XIII. Choice of Law; Conflicts of Interest; Code of Ethics

This is a Louisiana contract, and all of its terms, provisions and conditions shall be construed in accordance with, and all disputes shall be governed by, the laws of the State of Louisiana. The parties hereby consent and submit themselves to the exclusive jurisdiction and venue of the 19th Judicial District Court located in the Parish of East Baton Rouge, in the State of Louisiana, and the Louisiana appellate Courts having jurisdiction of such trial Court, in the event of any legal proceedings in connection with this contract; and hereby expressly waive any and all objections based on lack of personal jurisdiction, improper venue or inconvenient forum.

SLEC and SLEC's representatives are familiar with and will comply with all applicable laws of the State of Louisiana. By entering into this Agreement, SLEC is agreeing to partner with a state entity, and thereby subjects SLEC and its employees to the appropriate Laws of the State of Louisiana, including particularly, but not limited to, State laws relating to Conflicts of Interest, as well as the State Code of Governmental Ethics.

XIV. Headings

Section headings, captions and paragraphs and their numerical and alphabetical notations, for the purposes of this contract, are solely for convenience and ease of reference, and do not define, limit or describe the scope or extent of any of the provisions of this Agreement.

XV. Severability

To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement; and to this end the terms and conditions of this Agreement are declared severable.

XVI. Ambiguous Terms

Any rule of construction of contracts that provides that ambiguous terms are construed against the drafter of the contract are not applicable to this Agreement or any amendment to this Agreement.

XVII. Separate Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which when taken together shall be deemed one and the same contract.

XVIII. Amendment Approval

This Agreement as well as any amendment or modification hereto, shall not be effective until it has been put in writing, approved and signed by all parties hereto.

XIX. Electronic Transaction; Electronic Signatures

In accordance with LA. R.S. 9:2605B(1)&(2), the parties hereto each agree that this Agreement as well as any amendments hereto may be conducted by electronic means; and electronic signatures of the parties to this Agreement and any amendments hereto shall be acceptable and satisfactory for all legal purposes; as authorized by the "Louisiana Uniform Electronic Transactions Act", LA. R.S. 9:2601 through 9:2621.

XX. Entire/Prior Agreement

This document, together with any exhibits and/or attachments specifically incorporated herein by reference, constitutes the entire understanding and agreement between the parties with respect to the subject matter of this Agreement, and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein. Any prior offers, CEA agreements or memorandums between the parties are superseded by this Agreement and shall become dormant as of the effective date of this Agreement unless otherwise specified in this document. The wording contained in this document shall control any variance in the wording of this agreement with any previous or other agreement, contract, proposal, exhibit, attachment, or other document.

XXI. Dissolution of South Louisiana Economic Council

During the life of this Agreement, if the South Louisiana Economic Council, Inc., is officially dissolved by filing the appropriate document/s with the Louisiana Secretary of State, all equipment, furniture, technology, pertinent records, bank accounts, and any other items owned by the South Louisiana Economic Council, Inc., is hereby donated to Nicholls State University subject to approval of the Board of Directors of the South Louisiana Economic Council, Inc. and the Nicholls State University governing board.

IN WITNESS WHEREOF, this Cooperative Endeavor Agreement has been signed by the undersigned duly authorized representative of the SLEC for the uses, purposes, benefits and considerations herein expressed, at Thibodaux, LA., on the date indicated below, to be effective as of the effective date first stated above, after a due reading of the whole document.

SOUTH LOUISIANA ECONOMIC COUNCIL, INC. (SLEC)

By: _____
Vic Lafont, President/CEO

Date: _____

IN WITNESS WHEREOF, this Cooperative Endeavor Agreement has been signed by the undersigned duly authorized representative of Nicholls State University, for the uses, purposes, benefits and considerations herein expressed, at Thibodaux, LA., on the date indicated below, to be effective as of the effective date first stated above, after a due reading of the whole document.

NICHOLLS STATE UNIVERSITY

By: _____
John J. Clune, Jr. PhD., President

Date: _____

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

FINANCE COMMITTEE

August 25, 2022

Item H.3. **Northwestern State University's** request for approval to spend revenues received from leased property as allowed by Louisiana Revised Statute 17:3367.

EXECUTIVE SUMMARY

On October 8, 2008, Northwestern State University received \$4.4 million for a natural gas lease of University property in DeSoto Parish. This tract of land was donated to Northwestern by the late Mr. John Henry Crow.

Louisiana Revised Statute 17:3367 requires revenues received from leased property to be used for the benefit of the university where the leased property is located. The Statute requires the college or university to use the funds for the following purposes:

- a) To alleviate safety hazards and other bona fide emergency conditions
- b) To make needed major repairs to building, grounds, streets, and parking lots, purchase land, and upgrade utility systems of that institution
- c) For new capital construction or capital acquisitions
- d) For establishment of permanent endowment funds from which investment earnings are used for scholarships or as salaries or a supplement for salaries or for other expenses directly related to scholarly work for faculty members at the college or university
- e) For other operating expenses upon approval of the appropriate public postsecondary education management board

As previously approved by the Board, the University has permanently endowed these funds for scholarships, and the University will continue to maintain that endowment.

For future collections, Northwestern requests Board approval to use these funds for any of the above purposes currently allowed by Louisiana Revised Statute 17:3367 and any future amendments to the Statute.

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 use funds received under Revised Statute 17:3367 for purposes established by the Statute.

Office of the President

July 25, 2022

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

Re: Use of Revenues from Mineral Leases

Dear Dr. Henderson:

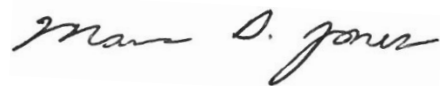
Northwestern State University is submitting the following item to be placed on the agenda for approval at the August 2022 Board of Supervisors meeting:

Authority for Northwestern State University to use revenues from mineral leases according to the amended provisions of LAS-R.S. 17:3367

In keeping with LAS-R.S. 17-3367 (copy attached), Northwestern seeks Board approval and authority to allocate current and future revenues as the statute is currently written and in accordance with any future amendments from mineral leases, as appropriate among the additional categories in the range of 0% to 100% per category as outlined in the attached request from Patrick Jones, Chief Financial Officer.

Thank you for your consideration of this request.

Sincerely,



Dr. Marcus Jones
President

Attachment

est 1884



NORTHWESTERN
State University

A Member of the University of Louisiana System

Natchitoches, Louisiana 71497

Business Affairs

Telephone (318) 357-5446
FAX (318) 357-4257

July 11, 2022

Dr. Marcus Jones, President
Northwestern State University
Natchitoches, LA 71497

Re: Use of Revenues from Mineral Leases

Dear Dr. Jones,

In 2008 ULS Board Approval was granted for Northwestern State University to use revenues from mineral leases for a) Establishment of an endowment for student scholarships b) Establishment of an endowment for faculty scholarly initiatives and c) Capital projects and acquisitions (November 8, 2008 Board Approval is attached for your review). Approval was also granted to allocate any further mineral lease revenues among these three categories unless LAS-RS: 17:3367 was amended in the future.

A current review reveals that LAS-RS: 17:3367 has been amended to expand the purposes a college or university can use revenues received from mineral leases for. LAS-RS 17:3367 (attached) currently authorizes a college or university to use the revenues received from mineral leases for the following purposes:

- a) To alleviate safety hazards and other bona fide emergency conditions.
- b) To make needed repairs to buildings, grounds, streets, and parking lots, purchase land, and upgrade utility systems of that university.
- c) For new capital construction or capital acquisitions.
- d) For establishment of permanent endowment funds from which investment earnings are used for scholarships or as salaries or a supplement for salaries or for other expenses directly related to scholarly work for faculty members at the college or university.
- e) For other operating expenses.

It is recommended that we request Board approval to use mineral lease revenues in accordance with the purposes listed in LAS-RS 17:3367 as it is currently written and in accordance with any future amendments to this statute.

Please consider this request and let us know if you have any questions.

Sincerely,

Patrick G. Jones, CFO
Northwestern State University

RS 17:3367**SUBPART B. MINERAL LEASES**

§3367. Authority to execute mineral leases on college and university lands; term; use of revenues

A. Each board is authorized to execute and fix the terms and conditions of oil, gas and mineral leases upon any lands owned in whole or in part by the board or held by it for the use and benefit of any college or university under its supervision and management for the purpose of exploration, development, drilling and mining for oil, gas and other minerals in accordance with the provisions of Article IX, Sections 4 and 5 of the 1974 Constitution of the state of Louisiana.

B. Each lease sought to be executed under authority of this Section shall require the prior approval of the State Mineral and Energy Board.

C.(1) Revenues from oil, gas, and mineral leases executed by each board as authorized in Subsection A of this Section shall be allocated to the board which executed the lease, or its successor, and shall be used by the recipient board solely for the benefit of the college or university located on the leased properties. As to each such college or university, these revenues shall be in addition to any other revenues or funds appropriated or otherwise provided for or available to the college or university, and in no case shall any of these revenues be computed or considered by the division of administration or otherwise in determining the amounts to be appropriated to or for the college or university in the general appropriation act or any other act, and in no case shall these revenues, or any part of them, be computed or considered in determination of the allocation of funds under the Board of Regents appropriation formula for higher education.

(2) The revenues received under this Subsection for a college or university shall be used for the following purposes:

(a) To alleviate safety hazards and other bona fide emergency conditions.

(b) To make needed major repairs to buildings, grounds, streets, and parking lots, purchase land, and upgrade utility systems of that institution.

(c) For new capital construction or capital acquisitions.

(d) For establishment of permanent endowment funds from which investment earnings are used for scholarships or as salaries or a supplement for salaries or for other expenses directly related to scholarly work for faculty members at the college or university.

(e) For other operating expenses upon approval of the appropriate public postsecondary education management board.

(3) In order to ensure that the highest priority shall be given to the projects aimed at preserving and improving existing facilities, the Board of Regents shall recommend priorities for emergencies and major repairs required on the college and university campuses.

Added by Acts 1975, No. 313, §2, eff. July 17, 1975. Amended by Acts 1976, No. 474, §1; Acts 1991, No. 897, §1; Acts 2009, No. 196, §1, eff. July 1, 2009; Acts 2010, No. 395, §1.

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

FINANCE COMMITTEE

August 25, 2022

Item H.4. University of Louisiana at Lafayette's request for approval to enter intergovernmental agreements with the Louisiana Department of Wildlife and Fisheries for acquisition of property using funds appropriated by Act 170 of the 2022 Regular Session.

EXECUTIVE SUMMARY

Act 170 of the 2022 Regular Session of the Louisiana Legislature appropriated \$9,000,000 to the Louisiana Department of Wildlife and Fisheries (LDWF) for LDWF to purchase 2,000 acres of land located in St. James and Lafourche Parishes from Bayou Chevreuil Land Company, LLC to be owned by the University of Louisiana at Lafayette (ULL) and used for collaborations on wetland assimilation, mitigation, as well as ecological and environmental research.

To carry out the acquisition, the University is seeking approval to enter into two intergovernmental agreements with LDWF. The agreements would be mutually beneficial to both parties. The first agreement would be for the purchase of the land in the name of the University, and the second agreement would establish for long-term collaboration between the LDWF and ULL for the property's care, operation, and maintenance, joint R&D activities, and revenue sharing. The partnership would advance UL Lafayette's and the UL System's efforts in areas of climate change, carbon capture, ecology, environmental technologies, sustainability and clean energy, and enhance the University's R&D competitiveness at a national level.

LDWF will be solely responsible for the care, operation, and maintenance of the land, under the same standards that LDWF performs for similarly situated properties owned or controlled by LDWF.

ULL and LDWF will equally share certain revenue generated by the property. LDWF will use a portion of its share to pay for the care, maintenance, and operation of the property, and UL Lafayette will use its portion to advance academic research programs and infrastructure areas of joint interest to both parties.

The term of the intergovernmental agreement for the care, maintenance, operation and use of the property is for 99 years. Either party would be able to terminate the agreement if UL Lafayette sells, conveys, or otherwise transfers title of all or a portion of the property.

RECOMMENDATION

It is requested that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval to enter into intergovernmental agreements with the Louisiana Department of Wildlife and Fisheries to allow the acquisition, maintenance, and operation of property provided by Act 170 of the 2022 regular legislative session.

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

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



August 4, 2022

Université des Acadiens

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

Dear Dr. Henderson:

This is a request for permission for the University to enter into one or more Intergovernmental agreements with the Louisiana Department of Wildlife and Fisheries (LDWF) that would allow LDWF to use state appropriations to acquire approximately 2,000 acres of land in the name of the University of Louisiana at Lafayette to advance joint research and development priorities, in addition to providing operations and maintenance services on the property, substantially in the form attached hereto.

Act 170 of the 2022 Regular Session of the Louisiana Legislature appropriated \$9,000,000 to the Louisiana Department of Wildlife and Fisheries (LDWF) Office of Secretary (the "Appropriation") as follows:

Payable out of the State General Fund (Direct) to the Office of the Secretary for the acquisition of approximately two thousand (2,000) acres of land from Bayou Chevreuil Land Company, LLC located in St. James and Lafourche Parishes to be owned by the University of Louisiana - Lafayette and used for collaborations on wetland assimilation, mitigation, as well as ecological, environmental, and carbon capture research and operations.

As such, the University is seeking approval of the University of Louisiana System Board of Supervisors to enter into inter-governmental agreements with LDWF that would allow for the procurement of the land by the agency in the name of the University, as well as the establishment of a long-term collaboration that would provide for operations & maintenance, joint R&D activities, and revenue sharing. It is envisioned that this partnership will advance UL Lafayette's and UL System's efforts in the areas of climate change, carbon capture, ecology, environmental technologies, sustainability, and clean energy, and to enhancing our R&D competitiveness at a national level.

Please place this item on the agenda for the August 2022 meeting of the Board of Supervisors.

Sincerely,

E. Joseph Savoie
President

svc
Attachment

INTERGOVERNMENTAL AGREEMENT

between

LOUISIANA DEPARTMENT OF WILDLIFE AND FISHERIES

and

**THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM
on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE**

regarding

**OPERATION, MAINTENANCE, USE, AND REVENUE SHARING OF
APPROXIMATELY 2000 ACRES OF LAND TO BE ACQUIRED WITH
APPROPRIATION**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), effective as of the Effective Date provided herein, is made by and between:

LOUISIANA DEPARTMENT OF WILDLIFE AND FISHERIES (“DWF”), an agency of the State of Louisiana, represented herein by Jack Montoucet, its duly authorized Secretary of DWF (the “Secretary”); and

THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“UL Lafayette”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, represented herein by Dr. E. Joseph Savoie, the duly authorized President of UL Lafayette.

DWF and UL Lafayette are referred to collectively as the “parties” and singularly as a “party.”

WHEREAS, Act No. 170 of the 2022 Regular Session of the Louisiana Legislature appropriates \$9,000,000 to the DWF Office of Secretary (the “Appropriation”) as follows:

Payable out of the State General Fund (Direct) to the Office of the Secretary for the acquisition of approximately two thousand (2,000) acres of land from Bayou Chevreuil Land Company, LLC located in St. James and Lafourche Parishes to be owned by the University of Louisiana - Lafayette and used for collaborations on wetland assimilation, mitigation, as well as ecological, environmental, and carbon capture research and operations; and

WHEREAS, UL Lafayette is engaged in and desires to enhance its engagement in research, development, and implementation involving wetland assimilation, mitigation,

ecological, environmental, and carbon capture research and operations, and other activities, using its own forces and through or in collaboration with DWF and other public and private entities (the “Purpose”); and

WHEREAS, UL Lafayette seeks ownership of approximately two thousand acres of land located in St. James and Lafourche Parishes currently owned by Bayou Chevreuil Land Company, LLC (the “Land”) in furtherance of the Purpose; and

WHEREAS, DWF is also engaged in activities similar to the Purpose, in collaboration with UL Lafayette and other entities; and

WHEREAS, pursuant to a separate written agreement, the parties are implementing the Appropriation by seeking to use the funds appropriated thereby to acquire the Land, which shall be owned by UL Lafayette, to enable the parties to access and use the Land for the Purpose and similar activities; and

WHEREAS, Article VII, Section 14(c) of the Constitution provides that “For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual”; and

WHEREAS, this Agreement will be mutually beneficial to the parties in implementing the Appropriation and in furthering their respective statutory purposes, duties, and authorities, and each party expects to receive a public benefit at least equal to the costs of the responsibilities undertaken pursuant hereto; and

NOW, THEREFORE, in consideration of the parties’ mutual undertakings herein, the Appropriation, and the constitution and general laws of the State of Louisiana, and contingent upon the acquisition of the land by UL Lafayette, DWF and UL Lafayette do hereby agree as follows:

ARTICLE I **PURPOSE**

The purpose of this Agreement is to provide for the operation, maintenance, and use of the Land, and sharing of revenue generated from the Land, by DWF and UL Lafayette.

ARTICLE II **TERM AND TERMINATION**

A. The term of this Agreement shall be ninety-nine (99) years, commencing on the date the title to the Land transfers to UL Lafayette (“Effective Date”) and ending on the ninety-ninth (99th) anniversary of the foregoing date (the “Term”).

B. Either party may terminate this Agreement prior to expiration of the Term in the event UL Lafayette sells, conveys, or otherwise transfers title to all or part of the Land.

ARTICLE III

PROPERTY DESCRIPTION

The subject property of this Agreement, previously referred to as the “Land,” is more fully described in the Legal Description incorporated herein and attached hereto as **Exhibit “A”**.

ARTICLE IV

OPERATION, MAINTENANCE, AND USE

A. DWF shall be solely responsible for the care, operation, and maintenance of the Land, which shall be performed to the same standards that DWF performs for similarly situated properties owned or controlled by DWF, subject to any restrictions necessary to fulfill the Purpose. This obligation shall not apply to any improvements constructed on the land, whether by UL Lafayette, its designee, or any other person, or to any portion of the Land after it is sold, conveyed, or otherwise transferred by UL Lafayette.

B. UL Lafayette intends to use and allow use of the Land for the Purpose and similar activities, using its own forces or through or in collaboration with other public and private entities, including but expressly not limited to DWF and entities with Affiliation Agreements with UL Lafayette. To the extent compatible with its current and planned uses and obligations regarding the Land, UL Lafayette agrees to allow DWF use of the Land for the Purpose and similar activities upon request by DWF.

C. In furtherance of this Agreement, DWF may provide UL Lafayette access to any of its field stations/laboratories at or in proximity to the Bayou Chevreuil area, without charge, to facilitate the research efforts described in this Agreement.

ARTICLE V

LAND REVENUE

A. Definitions.

1. “Revenue” means all sales, rents, fees, charges, and other income of any kind generated from the Land and received by UL Lafayette, its designee, or DWF. For the avoidance of doubt, “Revenue” does not include UL Lafayette’s research and development revenues, whether by grant, contract, or otherwise, or from the sale of the Land or any portion thereof.

2. “Net Revenue” means Revenue less all expenses: (a) incurred by UL Lafayette as owner of the Land, or (b) attributable to the activity or activities generating the Revenue.

B. Revenue Generation.

1. Activities on the Land that generate Revenue may include, but are not necessarily limited to, mitigation banks, mineral exploration and development, and carbon capture/injection.

2. Both parties shall pursue efforts to advance Revenue-generating opportunities related to the Land. When a party desires to proceed with Revenue-generating activity, it shall notify the other party in writing and the party receiving the notification shall respond within thirty (30) days whether it agrees or disagrees with the proposed activity. Failure to respond shall mean the receiving party has no disagreement with the proposed activity. The foregoing notwithstanding, the UL Lafayette President shall have the final authority to approve or disapprove a Revenue generating activity.

3. Leases, licenses, and/or permits for hunting or fishing on the Land or a portion thereof may be issued by DWF in coordination with, and at the request, of UL Lafayette.

4. Notwithstanding the foregoing paragraphs 1 through 3, no Revenue-generating activity shall be permitted on the Land if, in the opinion of UL Lafayette, the activity is likely to cause UL Lafayette or its designee to be liable for any federal, state or local income tax, including but not limited to the unrelated business income tax provided for by Internal Revenue Code § 511 (26 U.S.C. § 511). This prohibition shall be subject to waiver by UL Lafayette.

C. Revenue Sharing and Use.

1. All Revenue will be received by UL Lafayette or its designee.

2. UL Lafayette or its designee will calculate the amount of Net Revenue on an annual basis and provide the calculations to DWF no later than thirty (30) days following the close of the UL Lafayette's fiscal year.

3. If the Revenue is received by UL Lafayette's designee, it will transfer fifty percent (50%) of the Net Revenue to UL Lafayette on a quarterly basis no later than thirty (30) days following the close of the UL Lafayette's fiscal year.

4. UL Lafayette will use its fifty percent (50%) of the Net Revenue to advance academic research programs and research infrastructure in mission areas of joint interest to both parties, including but not limited to climate change, ecology, environmental technologies, sustainability, and clean energy, and to making strategic investments into enhancing its national competitiveness.

5. UL Lafayette will provide an annual report of its research and development activities and expenses using the Net Revenue to DWF no later than thirty (30) days following the close of UL Lafayette's fiscal year.

6. UL Lafayette or its designee will transfer fifty percent (50%) of the Net Revenue to DWF on an annual basis no later than thirty (30) days following the close of UL Lafayette's fiscal year.

7. DWF shall use a portion of the Net Revenue it receives for the care, operation, and maintenance of the Land in accordance with Article IV, and it shall use the remainder for joint research and development activities with UL Lafayette.

8. On an annual basis, or more frequently as needed, UL Lafayette researchers and DWF leaders will meet to define research needs and propose solutions in mission areas of joint interest to both parties. These meetings will translate into a roster of research projects in the areas of climate change, ecology, environmental technologies, sustainability, clean energy, and wildlife and fisheries habitats, resources, and populations (among others) funded by DWF and performed by UL Lafayette.

9. DWF will provide an annual report of expenditures and activities related to the operations and maintenance of the Land to UL Lafayette no later than thirty (30) days following the close of DWF's fiscal year.

ARTICLE VI

AUDITOR'S CLAUSE

A. The Legislative Auditor of the State of Louisiana; the Office of the Governor, the Office of the Louisiana Inspector General, and/or Division of Administration auditors; and each party hereto shall have the authority to audit all books, records, and accounts of DWF or UL Lafayette pertaining to this Agreement.

B. DWF and UL Lafayette shall maintain all books, records, and accounts pertaining to this Agreement for a period of five years after the date of final payment.

ARTICLE VII

FISCAL FUNDING CLAUSE

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 the Appropriation is rescinded or reduced, and the effect of such rescission or reduction is to provide insufficient monies for performance of this Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are rescinded, reduced, or not appropriated.

ARTICLE VIII

HOLD HARMLESS AND INDEMNITY

A. UL Lafayette shall defend, indemnify, and hold harmless DWF and its officials, officers, employees, agents, and volunteers from and against any and all liabilities, claims, injuries, illnesses including death resulting therefrom, property damage, fines, penalties, assessments, losses, costs, and expenses (including costs of defense, settlement and reasonable attorneys' fees) to the extent caused by the actual or alleged error, omission, negligence, intentional act, or strict liability of UL Lafayette or its officials, officers, employees, agents, and volunteers in relation to this Agreement, or arising from or related to any undertaking by UL Lafayette authorized by this Agreement.

B. DWF shall defend, indemnify, and hold harmless the Board of Supervisors for the University of Louisiana System, the University of Louisiana at Lafayette, and each of their respective officials, officers, employees, agents, and volunteers from and against any and all

liabilities, claims, injuries, illnesses including death resulting therefrom, property damage, fines, penalties, assessments, losses, costs, and expenses (including costs of defense, settlement and reasonable attorneys' fees) to the extent caused by the actual or alleged error, omission, negligence, intentional act, or strict liability of DWF or its officials, officers, employees, agents, and volunteers in relation to this Agreement, or arising from or related to any undertaking by DWF authorized by this Agreement.

ARTICLE IX **DEFAULT**

A. It is expressly understood and agreed that a party shall be in default, without further notice or demand, if the party fails to perform any obligation, term or condition herein set forth and such failure is not cured within thirty (30) days after written notice thereof (subject to the occurrence of a Force Majeure Event); provided, however, that if such failure is not reasonably capable of being cured within the thirty (30) day cure period, the party will have such additional time as is reasonably necessary to cure such failure, so long as the party commences to cure such failure during the thirty (30) day cure period and thereafter prosecutes the curing of such default to completion with due diligence, but in no event later than three hundred sixty (360) days (subject to extension based on the occurrence of a Force Majeure Event).

B. In the event that a party is in default, the non-defaulting party may, at its option, without waiving any right or remedy available to it under this Agreement or by law, immediately terminate this Agreement.

ARTICLE X **EXPENSES**

Each party shall bear its own expenses in implementing or performing any action in furtherance of or pursuant to this Agreement.

ARTICLE XI **MISCELLANEOUS**

A. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed original but all of which together shall constitute one and the same document.

B. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes and terminates any prior oral or written agreement with respect to the subject matter hereof. No changes or modifications of this Agreement shall be effective unless reduced to writing and signed by the parties.

C. Severability. The parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction find any provision to be unenforceable as written, the parties intend and desire that the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court should find such provision to be illegal, invalid or unenforceable and not subject to

reformation, the court shall sever such provision. In such event, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.

D. Governing Law and Venue. The interpretation, enforcement, and all other matters arising out of or relating to this Agreement shall be governed by the laws of the State of Louisiana, without regard to its conflict of law provisions. Any suit, action, or proceeding arising out of or relating to this Agreement shall be brought and maintained only in the Nineteenth Judicial District Court in the Parish of East Baton Rouge, State of Louisiana.

E. Assignment. This Agreement is personal to each of the parties hereto, and neither party may assign, transfer or delegate any rights or obligations hereunder without the prior written consent of the other party. Such consent shall be at the sole discretion of the other party.

F. Nonwaiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right, or to seek any remedy upon discovery of any default or breach of the other party upon discovery of the existence of such noncompliance, right, default or breach shall not affect, nor constitute a waiver of, any party's right to insist upon such compliance, exercise such right, or seek such remedy with respect to that default or breach or any prior, contemporaneous or subsequent default or breach.

G. Survival. The provisions of this Agreement that by their nature and content are intended to survive its expiration or early termination, including but not limited to its indemnification provisions, shall so survive the expiration or early termination of this Agreement.

H. Joint Drafting. This Agreement shall be deemed for all purposes prepared through the joint efforts of the parties and shall not be construed against one party or the other as a result of the preparation, drafting, submittal or other event of negotiation, drafting or execution of this Agreement.

I. Independent Capacity. In the exercise of their respective rights and obligations under this Agreement, UL Lafayette and DWF each act in an independent capacity, and none of them is to be considered the officer, agent, or employee of any other, unless otherwise provided by law.

J. No Third-Party Beneficiary. Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

K. Force Majeure. Neither party shall be liable for any failure or delay in the performance of its obligations to the extent due to causes beyond the reasonable control of the party affected ("Force Majeure Event"), including but not limited to: act of God; war (declared or undeclared) or war-like action; terrorism, sabotage, insurrection, riot or other act of civil disobedience (actual or threatened); strike, walkout, or other labor shortage; governmental action (civil or military); explosion, power shortage or outage, fuel shortage, embargo, congestion or service failure, epidemic, pandemic, or other public health emergency; natural disaster; inclement weather; fire (naturally occurring or manmade); flood (naturally occurring or manmade); tidal

surge or tsunami; landslide; drought; hurricane; tornado; storm; or earthquake. If any Force Majeure Event occurs affecting a party's whole or partial performance under this Agreement, the affected party will give prompt written notice to the other party and will use reasonable efforts to minimize the impact of the Force Majeure Event.

L. Notices. All notices called for or contemplated hereunder shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested, postage prepaid and addressed as set forth below:

If to DWF:

Jack Montoucet, Secretary
Louisiana Department of Wildlife and Fisheries
P.O. Box 98000
Baton Rouge, LA 70898-9000

With a copy to: Cole Garrett, General Counsel
Louisiana Department of Wildlife and Fisheries
P.O. Box 98000
Baton Rouge, LA 70898-9000

If to the University:

Dr. E. Joseph Savoie, President
University of Louisiana at Lafayette
PO Drawer 41008
Lafayette, LA 70504

With a copy to: Dr. Ramesh Kolluru
Vice President for Research, Innovation, and Economic Development
University of Louisiana at Lafayette
P.O. Box 43610
Lafayette, LA 70504

[Signature pages follow.]

THUS DONE AND PASSED on the _____ day of _____, 2022, at the Parish of Lafayette, State of Louisiana, the undersigned party having affixed its signature in the presence of me, Notary, and the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

**THE BOARD OF SUPERVISORS FOR
THE UNIVERSITY OF LOUISIANA
SYSTEM, acting herein on behalf of THE
UNIVERSITY OF LOUISIANA at
LAFAYETTE**

(Witness - SIGN)

BY: _____
Dr. E. Joseph Savoie
President

(Witness - PRINT)

(Witness - SIGN)

(Witness - PRINT)

Notary Public

(Print)

Bar Roll/Notary ID No. _____

THUS DONE AND PASSED on the _____ day of _____, 2022, at the Parish of East Baton Rouge, State of Louisiana, the undersigned party having affixed its signature in the presence of me, Notary, and the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

**LOUISIANA DEPARTMENT OF
WILDLIFE AND FISHERIES**

(Witness - SIGN)

BY:

Jack Montoucet
Secretary

(Witness - PRINT)

(Witness - SIGN)

(Witness - PRINT)

Notary Public

(Print)

Bar Roll/Notary ID No. _____

**EXHIBIT “A”
LEGAL DESCRIPTION**

INTERGOVERNMENTAL AGREEMENT

between

LOUISIANA DEPARTMENT OF WILDLIFE AND FISHERIES

and

**THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM
on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE**

regarding

**IMPLEMENTATION OF APPROPRIATION FOR
ACQUISITION OF APPROXIMATELY 2000 ACRES OF LAND**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), effective as of the date of last signature hereto by a party (the “Effective Date”), is made by and between:

LOUISIANA DEPARTMENT OF WILDLIFE AND FISHERIES (“DWF”), an agency of the State of Louisiana, represented herein by Jack Montoucet, its duly authorized Secretary of DWF (the “Secretary”); and

THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“UL Lafayette”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, represented herein by Dr. E. Joseph Savoie, the duly authorized President of UL Lafayette.

DWF and UL Lafayette are referred to collectively as the “parties” and singularly as a “party.”

WHEREAS, Act No. 170 of the 2022 Regular Session of the Louisiana Legislature appropriates \$9,000,000 to the DWF Office of Secretary (the “Appropriation”) as follows:

Payable out of the State General Fund (Direct) to the Office of the Secretary for the acquisition of approximately two thousand (2,000) acres of land from Bayou Chevreuil Land Company, LLC located in St. James and Lafourche Parishes to be owned by the University of Louisiana - Lafayette and used for collaborations on wetland assimilation, mitigation, as well as ecological, environmental, and carbon capture research and operations; and

WHEREAS, UL Lafayette is engaged in and desires to enhance its engagement in research, development, and implementation involving wetland assimilation, mitigation, ecological, environmental, and carbon capture research and operations, and other activities, using

its own forces and through or in collaboration with DWF and other public and private entities (the “Purpose”); and

WHEREAS, UL Lafayette seeks ownership of approximately two thousand acres of land located in St. James and Lafourche Parishes currently owned by Bayou Chevreuil Land Company, LLC (the “Land”) in furtherance of the Purpose; and

WHEREAS, DWF is also engaged in activities similar to the Purpose, in collaboration with UL Lafayette and other entities; and

WHEREAS, the parties seek to implement the Appropriation by using the funds appropriated thereby to acquire the Land, to be owned by UL Lafayette, and to enable the parties to access and use the Land for the Purpose and similar activities, for which the terms and conditions will be set forth in a separate written agreement; and

WHEREAS, Article VII, Section 14(c) of the Constitution provides that “For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual”; and

WHEREAS, this Agreement will be mutually beneficial to the parties in implementing the Appropriation and in furthering their respective statutory purposes, duties, and authorities, and each party expects to receive a public benefit at least equal to the costs of the responsibilities undertaken pursuant hereto; and

NOW, THEREFORE, in consideration of the parties’ mutual undertakings herein, the Appropriation, and the constitution and general laws of the State of Louisiana, DWF and UL Lafayette do hereby agree as follows:

ARTICLE I

PURPOSE

The purpose of this Agreement is to set forth the terms for DWF to expend the funds provided in the Appropriation and for UL Lafayette to acquire the Land, all in accordance with the Appropriation.

ARTICLE II

PROPERTY DESCRIPTION

The subject property of this Agreement, previously referred to as the “Land,” is more fully described in the Legal Description incorporated herein and attached hereto as **Exhibit “A”**.

ARTICLE III
TERMS AND AGREEMENT

A. DWF shall obtain an appraisal of the Land by a Louisiana Certified General Real Estate Appraiser, and shall submit a copy of the appraisal to UL Lafayette.

B. If the appraised value of the Land, plus the costs of appraisal, title work, recording fees, surveys, environmental matters, necessary inspections or studies, owner's title insurance, and any other necessary or reasonable costs associated with the purchase (collectively, "Purchase Costs") exceed \$9,000,000.00, DWF and UL Lafayette shall negotiate acceptable terms to acquire the Land or any portion thereof. The term "Land" as used herein shall refer to that portion of the property to be acquired hereunder.

C. DWF shall purchase the Land from the Owner in the name of the Board of Supervisors for the University of Louisiana System on behalf of the University of Louisiana at Lafayette for the amount equal to \$9,000,000.00, less the Purchase Costs, or such lesser value as set forth in the appraisal (the "Purchase Price"), from the Appropriation, with an Act of Sale in substantially the same form as is attached hereto as **Exhibit "B"** or as otherwise agreed by UL Lafayette. DWF may pay the Purchase Costs from the funds it receives from the Appropriation.

D. UL Lafayette intends to use and allow use of the Land for the Purpose and similar activities, using its own forces or through or in collaboration with other public and private entities, including but expressly not limited to DWF and entities with Affiliation Agreements with UL Lafayette. To the extent compatible with its current and planned uses and obligations regarding the Land, UL Lafayette agrees to allow DWF use of the Land for the Purpose and similar activities upon request by DWF.

ARTICLE IV
AUDITOR'S CLAUSE

A. The Legislative Auditor of the State of Louisiana; the Office of the Governor, the Office of the Louisiana Inspector General, and/or Division of Administration auditors; and each party hereto shall have the authority to audit all books, records, and accounts of DWF or UL Lafayette pertaining to this Agreement.

B. DWF and UL Lafayette shall maintain all books, records, and accounts pertaining to this Agreement for a period of five years after the date of final payment.

ARTICLE V
FISCAL FUNDING CLAUSE

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 the Appropriation is rescinded or reduced, and the effect of such rescission or reduction is to provide insufficient monies

for performance of this Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are rescinded, reduced, or not appropriated.

ARTICLE VI

HOLD HARMLESS AND INDEMNITY

A. UL Lafayette shall defend, indemnify, and hold harmless DWF and its officials, officers, employees, agents, and volunteers from and against any and all liabilities, claims, injuries, illnesses including death resulting therefrom, property damage, fines, penalties, assessments, losses, costs, and expenses (including costs of defense, settlement and reasonable attorneys' fees) to the extent caused by the actual or alleged error, omission, negligence, intentional act, or strict liability of UL Lafayette or its officials, officers, employees, agents, and volunteers in relation to this Agreement, or arising from or related to any undertaking by UL Lafayette authorized by this Agreement.

B. DWF shall defend, indemnify, and hold harmless the Board of Supervisors for the University of Louisiana System, the University of Louisiana at Lafayette, and each of their respective officials, officers, employees, agents, and volunteers from and against any and all liabilities, claims, injuries, illnesses including death resulting therefrom, property damage, fines, penalties, assessments, losses, costs, and expenses (including costs of defense, settlement and reasonable attorneys' fees) to the extent caused by the actual or alleged error, omission, negligence, intentional act, or strict liability of DWF or its officials, officers, employees, agents, and volunteers in relation to this Agreement, or arising from or related to any undertaking by DWF authorized by this Agreement.

ARTICLE VII

MISCELLANEOUS

A. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed original but all of which together shall constitute one and the same document.

B. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes and terminates any prior oral or written agreement with respect to the subject matter hereof. No changes or modifications of this Agreement shall be effective unless reduced to writing and signed by the parties.

C. Severability. The parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction find any provision to be unenforceable as written, the parties intend and desire that the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court should find such provision to be illegal, invalid or unenforceable and not subject to reformation, the court shall sever such provision. In such event, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.

D. Governing Law and Venue. The interpretation, enforcement, and all other matters arising out of or relating to this Agreement shall be governed by the laws of the State of Louisiana, without regard to its conflict of law provisions. Any suit, action, or proceeding arising out of or relating to this Agreement shall be brought and maintained only in the Nineteenth Judicial District Court in the Parish of East Baton Rouge, State of Louisiana.

E. Assignment. This Agreement is personal to each of the parties hereto, and neither party may assign, transfer or delegate any rights or obligations hereunder without the prior written consent of the other party. Such consent shall be at the sole discretion of the other party.

F. Nonwaiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right, or to seek any remedy upon discovery of any default or breach of the other party upon discovery of the existence of such noncompliance, right, default or breach shall not affect, nor constitute a waiver of, any party's right to insist upon such compliance, exercise such right, or seek such remedy with respect to that default or breach or any prior, contemporaneous or subsequent default or breach.

G. Survival. The provisions of this Agreement that by their nature and content are intended to survive its expiration or early termination, including but not limited to its indemnification provisions, shall so survive the expiration or early termination of this Agreement.

H. Joint Drafting. This Agreement shall be deemed for all purposes prepared through the joint efforts of the parties and shall not be construed against one party or the other as a result of the preparation, drafting, submittal or other event of negotiation, drafting or execution of this Agreement.

I. Independent Capacity. In the exercise of their respective rights and obligations under this Agreement, UL Lafayette and DWF each act in an independent capacity, and none of them is to be considered the officer, agent, or employee of any other, unless otherwise provided by law.

J. No Third-Party Beneficiary. Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

K. Notices. All notices called for or contemplated hereunder shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested, postage prepaid and addressed as set forth below:

If to DWF:

Jack Montoucet, Secretary
Louisiana Department of Wildlife and Fisheries
P.O. Box 98000
Baton Rouge, LA 70898-9000

With a copy to: Cole Garrett, General Counsel
Louisiana Department of Wildlife and Fisheries

P.O. Box 98000
Baton Rouge, LA 70898-9000

If to the University:

Dr. E. Joseph Savoie, President
University of Louisiana at Lafayette
PO Drawer 41008
Lafayette, LA 70504

With a copy to: Dr. Ramesh Kolluru
Vice President for Research, Innovation, and Economic Development
University of Louisiana at Lafayette
P.O. Box 43610
Lafayette, LA 70504

[Signature pages follow.]

THUS DONE AND PASSED on the _____ day of _____, 2022, at the Parish of Lafayette, State of Louisiana, the undersigned party having affixed its signature in the presence of me, Notary, and the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

**THE BOARD OF SUPERVISORS FOR
THE UNIVERSITY OF LOUISIANA
SYSTEM, acting herein on behalf of THE
UNIVERSITY OF LOUISIANA at
LAFAYETTE**

(Witness - SIGN)

BY:

Dr. E. Joseph Savoie
President

(Witness - PRINT)

(Witness - SIGN)

(Witness - PRINT)

Notary Public

(Print)

Bar Roll/Notary ID No. _____

THUS DONE AND PASSED on the _____ day of _____, 2022, at the Parish of East Baton Rouge, State of Louisiana, the undersigned party having affixed its signature in the presence of me, Notary, and the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

**LOUISIANA DEPARTMENT OF
WILDLIFE AND FISHERIES**

(Witness - SIGN)

(Witness - PRINT)

(Witness - SIGN)

(Witness - PRINT)

BY: _____
Jack Montoucet
Secretary

Notary Public

(Print)

Bar Roll/Notary ID No. _____

EXHIBIT "A"
LEGAL DESCRIPTION

Approximately 2,000 acres located in or near Sections 20, 21, 22, 27, 28, 33, 34, 35, and/or 36 of Township 13 South, Range 17 East, generally located south and west of the unincorporated town of Lower Vacherie in St. James and Lafourche Parishes.

**EXHIBIT “B”
ACT OF SALE**

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

BE IT KNOWN that on the dates hereinafter set forth, before the undersigned Notaries Public, duly commissioned and qualified, and the undersigned competent witnesses, did personally come and appear:

_____, hereinafter referred to as “**SELLER**”;

who declared that for the price of _____ **DOLLARS (\$ _____)** (the “Purchase Price”), cash in hand paid by BUYER unto SELLER, and for other good and valuable consideration, the full receipt and adequacy of which are hereby acknowledged by SELLER, who hereby grants full acquittance and discharge therefor, SELLER does hereby grant, bargain, sell, convey, transfer, assign, set over, abandon, and deliver, with full warranty of title and with full substitution and subrogation in and to all of its rights and actions of warranty, unto:

THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM, a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the University of Louisiana at Lafayette (the “University”), herein represented by the President of the University, E. Joseph Savoie, duly authorized, whose mailing address is P. O. Drawer 41008, Lafayette, LA 70504 hereinafter referred to as “**BUYER**”);

here present, accepting, and acquiring for BUYER and BUYER’S heirs, successors, and assigns and acknowledging due delivery and possession thereof, the below-described property (the “Property”):

Together with (i) any and all buildings, improvements, and fixtures situated thereon; (ii) any and all crops and timber growing thereon; (iii) any rights, title and interest of SELLER in and to adjacent streets, roads, alleys and rights-of-way; (iv) all rights, ways, privileges, servitudes, and advantages belonging or anywise appertaining to such land, buildings, improvements or other components of the Property; and (v) all rights of SELLER in and to alluvion, dereliction, and/or batture formed or having accreted to the Property.

1. Conveyance of the Property

SELLER hereby conveys to BUYER fee simple title to the Property, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

This sale includes any and all interest in oil, gas or other minerals in or under the Property. SELLER and BUYER confirm that all mineral rights vested in SELLER will be transferred to BUYER as of the date of this sale.

To have and to hold the Property by the BUYER and BUYER'S heirs, successors, and assigns, perpetually.

SELLER acknowledges and agrees that the consideration provided herein constitutes full and final payment for the Property sold hereby, and for any and all diminution in the value of SELLER'S remaining property and any other claims or damages as a result of this Act of Sale or any lawful use of the surface of the Property by BUYER.

SELLER shall not be responsible for the condition of the Property conveyed hereby, or for its fitness for any particular intended purpose. BUYER agrees that the Property is sold and conveyed by SELLER and accepted by BUYER "AS IS" "WHERE IS" in its present condition on the date hereof with all faults, and that this sale is made by SELLER and accepted by BUYER without any written or verbal representations or warranties whatsoever except as expressly stated herein, whether express or implied or arising by operation of law, either as to condition, merchantability or intended use of the Property. BUYER acknowledges that BUYER shall not be entitled to the return or reduction of the Purchase Price or any other remedies relating to the condition of the Property or its fitness for any particular purpose. BUYER declares that BUYER has examined the condition of the Property prior to the date of this sale and BUYER specifically waives all rights against SELLER, including all claims for any vices or defects in said Property, whether obvious or latent, known or unknown. BUYER further waives and disclaims any claim or cause of action for redhibition pursuant to Louisiana Civil Code Articles 2520 through 2548, inclusive.

SELLER expressly waives any right of first refusal to reacquire the Property under the provisions of La. R.S. 41:1338(A) or other applicable law.

All ad valorem taxes through the year 2021 have been paid. Taxes for the current year will be prorated in accordance with the provisions of La. R.S. 47:2135-2137.

2. Hazardous Substances

a) Representation: SELLER represents and warrants that, to SELLER'S knowledge: (i) no violations of any Environmental Requirements have occurred on, under, or about the Property, including but not limited to violations relating to soil and groundwater conditions; (ii) neither SELLER nor, to SELLER'S knowledge, any third party, has used, generated, manufactured, refined, produced, processed, stored, or disposed of on or under the Property, or transported to or from the Property, any Hazardous Substances; (iii) during the period of ownership and operation of the Property by SELLER, no release, leak, discharge, spill, disposal, or emission of Hazardous Substances has occurred in, on, or under the Property in a quantity or manner that violates or requires remediation under any Environmental Requirements; (iv) the Property is free of Hazardous Substances as of the date of this Sale, except for the presence of small quantities of Hazardous Substances utilized by SELLER or other tenants of the Property in

the ordinary course of their business and which do not exceed any applicable Environmental Requirements.

b) No Pending Actions: SELLER represents and warrants that to SELLER'S knowledge, no litigation or administrative investigation or proceeding involving Hazardous Substances or Environmental Requirements are pending or threatened against the Property.

c) No Asbestos or Storage Tanks: To SELLER'S knowledge, no asbestos-containing materials are present within, on, about, or under the Property, whether friable or non-friable, and no underground storage tanks are located on or under the surface of the Property, nor have any storage tanks been previously situated thereon.

d) Indemnification of BUYER: SELLER shall be liable for and hereby indemnifies and holds harmless BUYER with respect to any and all Claims (including Litigation Expenses for investigating or defending any Claims) incurred by or asserted against BUYER arising out of or resulting from any negligent act or willful misconduct by SELLER that causes Hazardous Substances to be located in, on, or under the surface of the property prior to the Effective Date, or which arise after the Effective Date but are based on facts, circumstances, or events that occurred prior to the Effective Date, including but not limited to any pecuniary, financial or personal liability or obligations. This indemnification shall be in addition to, and not in place of, any other remedies, whether at law or in equity, that BUYER may have against SELLER.

3. Prior Acts

a) No Liability of BUYER as to Claims Against SELLER: Notwithstanding anything in this Act of Sale to the contrary, BUYER shall not incur any pecuniary, financial or personal liability or obligation whatsoever, whether known or unknown, accrued, absolute, direct, indirect, contingent or otherwise, for Claims accruing prior to the Effective Date. Except as specifically set forth herein, BUYER shall have no further obligation to SELLER under this Act of Sale as of the Effective Date, and under no circumstances will BUYER incur any pecuniary charge or financial liability to SELLER or any Person claiming by or through SELLER as a consequence of BUYER'S acceptance of the Property pursuant to this Act of Sale.

b) SELLER'S Sole Liability: SELLER remains solely liable for all Claims of Other Parties, whether known or unknown, accrued, absolute, direct, indirect, contingent or otherwise, accruing prior to the Effective Date in connection with the Property.

c) Indemnification of BUYER: SELLER shall be solely liable for and hereby indemnifies and holds harmless BUYER with respect to any and all Claims (including Litigation Expenses for investigating or defending any Claims or threatened Claims) incurred by or asserted against BUYER arising out of breaches of SELLER'S representations, warranties, and covenants set forth in this Act of Sale. This indemnification shall be in addition to, and not in place of, any other remedies, whether at law or in equity, that BUYER may have against SELLER.

d) No Knowledge of Adverse Actions or Conditions: SELLER has no information or knowledge of any change contemplated in any applicable laws, ordinances, or restrictions, or

any judicial or administrative action, or any action by adjacent landowners, or natural or artificial conditions with respect to the Property, that would prevent, limit, impede, affect or render more costly BUYER'S contemplated use of the Property.

4. Miscellaneous

a) No Lien or Privilege: Notwithstanding anything in this Act of Sale to the contrary, it is SELLER'S intent that no vendor's lien, and/or privilege, mortgage, resolatory condition, right of rescission nor stipulation for the benefit of a third party shall be created by this Act of Sale, and, should any be deemed to have been created, they are hereby expressly released, renounced, waived and abandoned.

b) Definitions: The following terms as used herein shall have the following meanings:

(i) "Claim" means any claim, liability, demand, loss, damage, deficiency, litigation, cause of action, penalty, fine, judgment, defense, imposition, fee, lien, bonding cost, settlement, disbursement, penalty, cost or expenses of any and every kind and nature (including without limitation Litigation Expenses), whether known or unknown, incurred or potential, accrued, absolute, direct, indirect, contingent or otherwise and whether imposed by strict liability, and consequential, punitive and exemplary damage claims.

(ii) "Effective Date" shall mean the date of last signature hereto by a party.

(iii) "Environmental Requirements" means all State, federal, local, municipal, parish, and regional laws, statutes, rules, regulations, ordinances, codes, permits, approvals, plans, authorizations, concessions, investigation results, guidance documents; all legislative, judicial, and administrative judgments, decrees, orders, rules, rulings, and regulations; and all Acts of Conveyance and other restrictions and requirements in effect on or prior to the Effective Date, of any Governmental Authority, including, without limitation, federal, state, and local authorities, relating to the regulations or protection of human health and safety, natural resources, conservation, the environment, or the storage, treatment, disposal, processing, release, discharge, emission, use, remediation, transportation, handling, or other management of industrial, gaseous, liquid or solid waste, hazardous waste, hazardous or toxic substances or chemicals, or pollutants. The term shall specifically include, without limitation: regulations of the federal Public Health Service and Department of Transportation concerning the transport of etiologic agents or similar agents; regulations of the Nuclear Regulatory Commission concerning radioactive materials and waste; regulations of the Occupational Safety and Health Administration; the Clean Air Act (42 U.S.C.A. §1857); the Federal Water Pollution Control Act (33 U.S.C. §1251); the Resource Conservation and Recovery Act of 1976, (42 U.S.C. §6901); the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§9601 et seq.) (CERCLA); the Toxic Substances Control Act (15 U.S.C. §2601, the Clean Water Act (33 U.S.C. §1251); the Safe Drinking Water Act (42 U.S.C. §30); the Occupational Safety and Health Act (29 U.S.C. §651); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §135); the Louisiana Environmental Quality Act (La. R.S. 30:2001); and the Louisiana Air Quality Regulations (La. C.

33:III.2595), and includes all amendments or extensions thereof and any rules, regulations, standards or guidelines issued pursuant to or promulgated under any of the foregoing.

(iv) “Governmental Authority” means any federal, state, parish, regional, or local government, political subdivision, any governmental agency, department, authority, instrumentality, bureau, commission, board, official, or officer, any court, judge, examiner, or hearing officer, any legislative, judicial, executive, administrative, or regulatory body or committee or official thereof or private accrediting body.

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

(vii) “Party” or “Parties” means SELLER and BUYER, individually and collectively.

c) Value Determination: The valuation given to the Property in this Act of Sale has been determined by an appraisal procured by and conducted on behalf of the BUYER by a state licensed and certified appraiser.

d) Certificates; Release: The parties to this Act of Sale waive the production of mortgage and conveyance certificates and relieve and release the undersigned Notaries from all liability by reason thereof.

e) Execution: This Act of Sale may be executed in any number of counterparts by the different parties hereto on separate counterparts, all of which when so executed and delivered will together constitute one single instrument. This Act of Sale may also be executed by the parties before different Notaries Public and Witnesses, and therefore it shall not be necessary to have the signatures of all persons required to bind the Parties appear on the same page of this Act.

f) Succession and Assignment: All agreements and stipulations herein, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties, and the BUYER, their successors, and assigns shall have and hold the described Property in full ownership forever.

g) Capacity: All parties signing the within instrument have declared themselves to be of full legal capacity.

h) Section Headings: The headings of the several sections of this Act of Sale are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision of this Act of Sale.

(Signatures appear on the following pages.)

THUS DONE AND PASSED on this ____ day of _____, 20__ at _____, Louisiana in the presence of the undersigned witnesses, and me, Notary, after reading of the whole.

WITNESSES:

SELLER: _____

(Print Name)

BY: _____

(Print Name)

Print Name: _____

Title: _____

NOTARY PUBLIC

Print Name _____

LA Bar Roll No.: _____

My Commission expires: _____

THUS DONE AND PASSED on this ____ day of _____, 20__ at _____, Louisiana in the presence of the undersigned witnesses, and me, Notary, after reading of the whole.

WITNESSES:

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

(Print Name)

BY: _____

(Print Name)

Dr. E. Joseph Savoie
President

NOTARY PUBLIC

Print Name _____
LA Bar Roll No.: _____
My Commission expires: _____

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

FINANCE COMMITTEE

August 25, 2022

Item H.5. **University of New Orleans'** request for approval to amend its food service lease agreement with Compass Group USA, Inc. "Chartwells."

EXECUTIVE SUMMARY

On July 1, 2019, UNO entered into a 10-year lease agreement with Chartwells for Chartwells to provide meal services for the University. The terms of the agreement require Chartwells to make lease payments to UNO, reimburse UNO for utility costs, and provide funding for facility improvements, equipment maintenance, meal scholarships, internships, catering, and other financial consideration in exchange for the University providing the 10-year facility lease to Chartwells.

UNO now requests approval to amend the original agreement. The amendment would extend the original agreement by five years and, in exchange, Chartwells would expend \$1.5 million in additional facility improvements. The financial consideration of the original agreement would continue through the five-year extended period. The amendment effective date would be September 1, 2022, and the extended agreement would expire on June 30, 2034.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of New Orleans' request to amend its agreement with Compass Group, USA, Inc. to extend its original agreement by five years through June 30, 2034.

BE IT FURTHER RESOLVED, that the President of University of New Orleans is hereby authorized to execute the amendment described herein and any and all documents necessary.



H.5.

July 5, 2022

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

Re: Amendment to Lease

Dear Dr. Henderson,

On behalf of the University of New Orleans, I am requesting approval to amend the lease agreement with Compass Group USA by and through its Chartwells Division for operation of retail and dining services on the campus of the University of New Orleans.

Thank you for your consideration.

Sincerely,

John W. Nicklow
President



Office of Business Affairs

TO: Dr. John W. Nicklow
President

FROM: Joanne N. Terranova
Interim Vice President for Business Affairs

DATE: July 1, 2022

SUBJECT: Request for UL System Board Approval

Request for Board approval of the Chartwells Amendment 2 which extends the lease for five years.

This five-year extension generates annual resources for the University, secures a major investment for our dining services, and continues the successful partnership with Chartwells. The continued partnership ensures that UNO Dining remains competitive with other local and regional universities and generates value for our institution and surrounding community.

**AMENDMENT NUMBER TWO TO
LEASE**

THE AGREEMENT (the “Lease” or “Agreement”) made and entered into effective as of the 1st day of July 2019, by and between THE UNIVERSITY OF NEW ORLEANS (hereinafter referred to as “Lessor” or “University” or “UNO”) and COMPASS GROUP USA, INC., BY AND THROUGH ITS CHARTWELLS DIVISION, (hereinafter referred to as “Lessee” or “Chartwells”) as modified by the Memorandum of Understanding Letter dated April 22, 2020, and as amended by Amendment Number One dated July 1, 2020, is hereby further amended as of October 1, 2021, as follows:

1. **Amendment of Section 3.0:** Section 3.0 of the Agreement is amended by deleting Section 3.0 in its entirety and replacing it with the following:

3.0 **Term**

This Lease is made for a term of fifteen (15) years (the “Term”), commencing on the Effective Date hereof (the “Commencement Date”) and ending at midnight on the final day of the fifteen (15) year period, subject to earlier termination in accordance with the provision of this Lease. At the option of the University, and upon written agreement with the Lessee, the lease may be extended for additional periods.

2. **Amendment of Section 4.6:** Section 4.6 of the Agreement is amended by deleting Section 4.6 in its entirety and replacing it with the following:

4.6 **Innovation Fund**

Commencing the first Fall semester where a threshold of 700 or more residential students are enrolled, as measured by the fourteenth (14th) day of classes (the “Threshold”), and continuing each subsequent year the Threshold is met during the remainder of the Lease, Chartwells will provide an innovation fund of \$7,291.67 per month to be used for repair, replacement, and upgrade of UNO-owned food service equipment and facilities (“Innovation Fund”). All expenditures from the Innovation Fund shall accrue evenly each month. Monthly contributions not used by the end of each month will roll over to the next month. Any contributions not used in each lease year shall be carried forward to be used in any subsequent lease year. The Parties agree that there will be four check points throughout the Term (Years 4, 7, 9 and 13) to ensure the funds are being utilized and spent on the food service program. These funds may be reallocated to other food service program needs by mutual consent to avoid a material surplus being accrued every year from which neither party benefits. Chartwells shall hold title to the improvements funded by the Innovation Fund, including smallwares, signage, and technology utilized in the Dining Services Program. In the event of expiration or termination of the Lease, Chartwells will retain any accrued and unspent amount and UNO shall have no further obligation with respect to the

Innovation Fund as of the expiration or termination date. Chartwells will retain any surplus in the accrual at the end of the Term.

3. **Amendment of Section 7.0:** Section 7.0 of the Agreement is amended by removing the first paragraph and the investment chart immediately following the first paragraph and replacing it with the following:

7.0 In consideration of UNO's agreement to enter into this Lease for the term set forth elsewhere herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Chartwells shall make the following commitment to invest in, construct, and/or renovate the Leased Premises, to provide signing bonus funds, to fund Pre-Opening/Transition Expenses, or to make the following improvements thereto (the "Investment").

DESCRIPTION	INVEST. AMT	TARGET DATE	AMORTIZATION PERIOD
Signing Bonus	\$175,000	Summer 2019	July 2019 to June 2034
Existing Unamortized Financial Investment of Prior Contractor	\$734,616	Summer 2019	July 2019 to June 2034
Additional Signing bonus	\$400,000	October 2019	July 2019 to June 2034
The Galley Conversion to French Quarter-Styled Food Hall	\$925,000	Summer 2020	When project(s) funded with Investment begin to generate new revenue or July 2019, whichever is later, to June 2034
Add Café NOLA to Deck, Renovate Deck Dining Area, Add Pizza Concept to UC	\$700,000	Fall 2019	When project(s) funded with Investment begin to generate new revenue or October 2019, whichever is later, to June 2034
Renovation and Repositioning of the Chick-fil-A in The Deck	\$650,000	Fall 2019	When project(s) funded with Investment begin to generate new revenue or October 2019, whichever is later, to June 2034
Boost Mobile Ordering Hardware and Integration	\$35,000	Summer 2019	When project(s) funded with Investment begin to generate new revenue or July 2019, whichever is later, to June 2034
New Point of Sale System	\$150,000	Summer 2019	July 2019 to June 2034
Market, Student Choice Coffee, Cove	\$160,000	Summer 2019	When project(s) funded with Investment begin to generate new revenue or July 2019, whichever is later, to June 2034

Documented Pre-Opening Expenses (not to exceed)	\$415,697	Summer 2019	July 2019 to June 2034
Franchise Fees	\$30,000	Summer 2019	July 2019 to June 2034
2022 Investment	\$1,500,000	Summer 2023	When project(s) funded with Investment begin to generate new revenue or July 2023, whichever is later, to June 2034
Total	\$5,875,313		

4. **Amendment of Section 7.0:** Section 7.0 of the Agreement is further amended by the addition of a Section 7.0 (a), which reads as follows:

7.0 (a) In consideration of UNO's agreement to extend the Term of this Lease, Chartwells shall fund an investment in UNO's dining service program to fund facility and operational improvements as mutually-agreed upon by the parties in a total sum not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000) (the "2022 Investment"). The 2022 Investment will be disbursed on a schedule to be mutually agreed upon between the Parties and amortized on a straight-line basis from June 2023 or when the project(s) funded with the 2022 Investment begin(s) to generate new revenue, whichever is later, through June 30, 2034. UNO shall hold title to items funded by the 2022 Investment. If the Lease expires or is terminated for any reason prior to full amortization of the 2022 Investment, UNO is liable for, and promises to pay the unamortized portion of the 2022 Investment to Chartwells within fifteen (15) days after expiration or termination. In the event the Lease expires or is terminated before any disbursements are scheduled to be made, Chartwells will not advance such additional disbursements.

5. **Amendment of Section 9.2:** Section 9.2 of the Agreement is amended by deleting Section 9.2 in its entirety and replacing it with the following:

9.2 **Meal Plans**

Chartwells will provide the dining service program on a profit and loss basis, in which it retains any profit or bears any loss generated from its operation of the dining service program at UNO, as described in Exhibits C, D and E to this Lease. UNO will pay Chartwells meal plans at the following rates for the 2022 – 23 lease year:

PLAN	TYPE	PER SEMESTER STUDENT COST	DAILY RATE
Privateer Unlimited (19 Galley meals + 7 trades +	Mandatory	\$2,600	\$21.120

\$150 DB)			
Lifestyle (15 Galley meals + \$300 DB)	Mandatory	\$2,340	\$17.586
Essentials (12 Galley meals + \$450 DB)	Mandatory	\$2,285	\$15.818
Summer All DB	Voluntary	\$975	N/A
Commuter 50 Meal Block (+ student choice DB)	Voluntary	\$450	\$ 3.879
Commuter 25 Meal Block (+ student choice DB)	Voluntary	\$240	\$ 2.068
\$150 DB Fall + Spring	Voluntary	\$200	N/A
\$75 DB Summer	Voluntary	\$100	N/A
Scholarship Off Campus (10 Galley meals + 500 DB)	Voluntary	\$1,700	\$10.34

Based on 116 billing days per semester. If there is a reduction in the number of billing days per semester, Chartwells will be allowed to increase the daily rates to cover its fixed operating costs.

Chartwells will charge the following rates for casual meal plans:

Academic year: 2022 – 2023:	<u>Meal</u>	<u>Charge</u>
	Breakfast	\$8.00
	Lunch	\$10.00
	Dinner	\$10.00

Chartwells will charge the following rates for summer camp and conference meal sales:

Academic year: 2022 – 2023:	<u>Meal</u>	<u>Charge</u>
Camp rates for ages 12 and under:	Breakfast	\$7.00
	Lunch	\$8.00
	Dinner	\$8.00
Camp rates for ages 13+:	Breakfast	\$8.00
	Lunch	\$10.00
	Dinner	\$10.00

During each academic year for mandatory meal plans, unused declining balance dollars at the end of the Fall semester shall carry forward and be available for use during the Spring semester. At the end of the Summer and Spring semesters, Chartwells shall retain all unused declining balance dollars. For Privateer Bucks, all unused declining balance dollars shall carry forward across all semesters and

any remaining balances at the time a student departs UNO will be refundable to the student upon their request.

6. **Confirmation and Integration.** Except as expressly amended by this Amendment, the parties hereby confirm and ratify the Agreement in its entirety. The Agreement, as amended hereby, constitutes the entire agreement between the parties and their predecessors pertaining to the subject matter of the Agreement, as so amended, and supersedes all prior and contemporaneous agreements and understandings of the parties and their predecessors in connection therewith.

7. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same original document.

8. **Headings.** The section headings herein are for convenience only and do not define, limit or construe the contents of such sections.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized officers, all done the day and year first above written.

UNIVERSITY OF NEW ORLEANS

COMPASS GROUP USA, INC., by
and through its Chartwells Division

By: _____
Name: Dr. John Nicklow
Title: President, University of New Orleans
Date: _____

By: _____
Name: Lisa McEuen
Title: Chief Executive Officer
Date: _____

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

FINANCE COMMITTEE

August 25, 2022

- Item H.6.** **University of New Orleans'** request to formally authorize the System President to initiate the approval process of the necessary documents to allow the University to opt-in the Cooperative Endeavor Agreement between the State of Louisiana and Louisiana Energy Partners.

EXECUTIVE SUMMARY

The University of New Orleans needs to upgrade its energy management infrastructure. The University, with the assistance of its financial advisor Sisung Securities, along with technical and legal advisors, has developed a strategy that will provide the University with a more energy efficient infrastructure and without increasing the University's annual overall cost. This strategy would include a public-private partnership with Louisiana Energy Partners (LAEP), a joint venture created by Bernhard LLC and Johnson Controls, Inc., corporations with extensive experience in energy management. This initiative would require the University to opt-in to an existing Cooperative Endeavor Agreement between the State and LAEP, which was competitively procured by the State of Louisiana. The Cooperative Endeavor Agreement was reviewed by the Division of Administration, Attorney General, JLCB, Legislative Auditor, and other State Offices.

The recommendation today is that the Board formally authorize the System President to initiate the approval process through the Division of Administration and the Joint Legislative Committee on the Budget. Final approval of the transaction will be recommended to the Board at the October meeting and no obligation will be incurred until final approval.

Details of the initiative are provided by the below outline:

- a. Louisiana Energy Partners (LAEP):
 - i. LAEP is a joint venture between Bernhard LLC and Johnson Controls, Inc.
 - ii. LAEP proposes to enter into a Public Private Partnership (P3) with the University of New Orleans (UNO) and the UNO Research & Technology Foundation (Foundation) for an Energy-As-A-Service (EAAS) transaction to modernize and privatize certain UNO energy assets
 - iii. UNO transaction will be an opt-in to an existing State Cooperative Endeavor Agreement (CEA)

- b. Lease of Central Plants:
 - i. LAEP will lease assets in UNO's three Central Plants for a term of 25 Years
 - ii. LAEP will have tax ownership of the plant assets, but UNO/ULS retains book ownership
- c. Capital Improvements:
 - i. LAEP will finance, design, and install \$27 million of total capital improvements in UNO's Plants (\$10M) and Campus Buildings (\$17M) to increase energy efficiency, improve the learning environment, and address deferred maintenance
- d. Energy Savings:
 - i. The capital improvements will generate approximately \$2 million ANNUAL utility cost savings
 - ii. LAEP will guarantee that unit energy savings (kwh) will be sufficient to cover UNO's payments to LAEP, resulting in a net zero impact to UNO's operating budget (given assumed utility rates)
- e. Operation and Maintenance (O&M):
 - i. LAEP will take over O&M of UNO's Central Plant and Campus Buildings from the current third-party O&M provider
- f. Scholarship Fund:
 - i. LAEP will also pay UNO approximately \$10M at closing, which UNO will put in a scholarship fund
 - ii. The upfront payment amount will depend upon interest rates when the transaction is closed
- g. Transaction Is Budget Neutral:
 - i. UNO realizes reduced utility bills due to unit energy savings (approximately \$2M annually)
 - ii. UNO realizes operating and maintenance cost savings (approximately \$3.5M annually)
 - iii. UNO pays a new charge to LAEP net of annual lease rent (approximately \$5.5M annually)
 - iv. Net result is a projected zero operating budget impact for UNO

2. SCOPE OF WORK

- a. Plant improvements:
 - i. Upgrades to campus chilled water system including new cooling towers
 - ii. Upgrades to campus tower water system
 - iii. Upgrades to campus heating water system

b. Building improvements:

- i. Comprehensive upgrades to campus lighting
- ii. Comprehensive upgrades to campus domestic water system (plumbing assets)
- iii. Comprehensive upgrades to campus building automation system

c. Measurement and Verification:

- i. LAEP to install metering to measure savings and improve system performance
- ii. LAEP/UNO gain real-time system monitoring capability and fault detection
- iii. UNO gains real-time usage reporting to reconcile utility invoices/payment.

d. Operations and Maintenance:

- i. LAEP performs campus-wide O&M functions to ensure system reliability and performance
- ii. UNO will have contractual remedies if stipulated performance metrics are not achieved

3. DUE DILIGENCE

a. Financial, Technical, and Legal Advisors:

- i. UNO and the Foundation have engaged advisors to evaluate the proposed transaction
- ii. Financial Advisor (The Sisung Group)
- iii. Technical Advisor (M&E Consulting Engineers)
- iv. Legal Advisors (DeCuir, Clark & Adams; Jones Walker; and Baker Donelson)

b. Due Diligence and Negotiation:

- i. UNO received LAEP's preliminary proposal and began due diligence in June 2021
- ii. LAEP has presented several different technical solutions to UNO since that date
- iii. **UNO and its advisors have established transaction requirements, in particular that the transaction be operating budget neutral, provide a robust technical solution that saves energy, contain sufficient legal protections, and materially shift risk to LAEP without creating undue risk to UNO**
- iv. UNO's advisors have completed the majority of due diligence
- v. Negotiation of final commercial terms and documentation is proceeding

4. TIMING AND APPROVALS

- a. Louisiana Division of Administration Approval:
 - i. DOA must review the transaction to ensure it meets the State's CEA requirements
 - ii. DOA places the project on the agenda for the Joint Legislative Committee on the Budget (JLCB)
- b. JLCB Review:
 - i. JLCB reviews the proposed project
- c. UL System Approval:
 - i. UL System Board approval is required for UNO to execute the transaction
 - ii. UL System Board approval will allow UNO to lock the financial terms of the transaction
- d. Closing and Implementation:
 - i. Once reviews/approvals are complete, UNO and LAEP execute the final transaction agreements
 - ii. LAEP will begin providing O&M services immediately
 - iii. LAEP will complete design and installation of capital improvements within 2 years

5. TRANSACTION DOCUMENTS

- a. Adoption Agreement:
 - i. UNO agrees to adopt the LAEP/State of Louisiana CEA framework
 - ii. This agreement establishes general transaction framework and payment terms
- b. Lease/Sublease Agreement:
 - i. UNO will lease its Central Plants to the UNO Research & Technology Foundation
 - ii. The Foundation will sublease the Central Plants to LAEP
 - iii. LAEP will fund upon transaction closing proceeds to be placed in the scholarship fund
 - iv. LAEP will make capital improvements to the Central Plants
 - v. LAEP will provide O&M services
- c. Facility Optimization Services Agreement (FOSA):
 - i. LAEP will make capital improvements to the Campus Buildings
 - ii. UNO will pay FOSA charges over the term of the transaction

- d. Thermal Services Agreement (TSA):
 - i. LAEP will provide chilled water from the leased Central Plants to UNO
 - ii. UNO agrees to pay TSA charges over the term of the transaction
- e. Miscellaneous Agreements:
 - i. Transactional provisions relating to financing, collateral, servitudes, etc.

RECOMMENDATION

It is requested that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of New Orleans' request for approval to formally authorize the System President to initiate the approval process of the necessary documents to allow the University to opt-in to the Cooperative Endeavor Agreement between the State of Louisiana and Louisiana Energy Partners.*

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

FINANCE COMMITTEE

August 25, 2022

Item H.7. **University of Louisiana System's** request for acceptance of Fiscal Year 2021-22 Financial and Compliance and Federal Award Programs Representation Letters for (a) Louisiana Tech University, (b) McNeese State University, (c) Southeastern Louisiana University, (d) University of Louisiana at Lafayette, (e) University of Louisiana at Monroe, and (f) University of New Orleans.

EXECUTIVE SUMMARY

In connection with its financial and compliance audits of colleges and universities, the Legislative Auditor's Office requires the President and Chief Fiscal Officer to review certain representations and certify that those representations are true and correct. The officers answer and sign a financial and compliance and federal award programs questionnaire at the beginning of the audit and then sign an update upon conclusion of the audit certifying that: (1) there were no material changes to the original certification; or (2) any such changes have been disclosed to the Legislative Auditor. Office of Legislative Auditor policy further requires that the appropriate management board accept the university's questionnaire in a public meeting. The documentation is available in the System Office.

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 accepts Fiscal Year 2021-22 Financial and Compliance and Federal Award Programs Representation Letters for (a) Louisiana Tech University, (b) McNeese State University, (c) Southeastern Louisiana University, (d) University of Louisiana at Lafayette, (e) University of Louisiana at Monroe, and (f) University of New Orleans.

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

FINANCE COMMITTEE

August 25, 2022

Item H.8. **University of Louisiana System's** request for approval of Fiscal Year 2022-23 Operating Budgets, including organizational charts, undergraduate/graduate mandatory attendance fees, and scholarships.

EXECUTIVE SUMMARY

The 2022-23 Operating Budgets were prepared in accordance with instructions received from the System Office, the Division of Administration Office of Planning and Budget, and the Louisiana Board of Regents.

System staff has prepared a comparative Operating Budget Summary for the System including Revenues by Source, Expenditures by Function and Object, and other summary data on Mandatory Attendance Fees, Organizational Charts, Employees, Scholarships, and Athletic Budgets.

Informational items are included in each institution's full operating budget document that will be available at the Board meeting.

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 Fiscal Year 2022-23 Operating Budgets, including organizational charts, undergraduate/graduate mandatory attendance fees, and scholarships.*

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

FINANCE COMMITTEE

August 25, 2022

Item H.9. **University of Louisiana System's** report on internal and external audit activity for the period of June 20 to August 21, 2022.

EXECUTIVE SUMMARY

Attached is a list of internal and external reports completed by various auditors since the April Board meeting. The internal audit reports are prepared based upon independent review of university departments and functions. The internal audits are designed to ascertain compliance with established policies and procedures, to evaluate operational efficiencies of business and management practices, and to determine adequacy of internal controls. The internal audits are conducted to provide management with recommendations and comments designed to improve the operations of university departments and functions. External audits are generally conducted in accordance with laws, regulations, or contracts. Also included are internal audits that are currently in progress.

This is a report only and no action by the Board is necessary.