

**BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
FACILITIES PLANNING COMMITTEE**

December 7, 2023

Item G.1. Louisiana Tech University's request for approval to enter into a Ground Lease with the Louisiana Tech University Foundation for the purpose of making repairs and improvements to the facility located at 1500 Bulldog Drive, as authorized by La. R.S. 17:3361.

EXECUTIVE SUMMARY

Louisiana Tech University requests permission to lease the facility located at 1500 Bulldog Drive to the Louisiana Tech University Foundation, a non-profit organization, for the purpose of addressing deferred maintenance and modernization ranging from painting, air conditioning and heating replacement, and other repairs.

The University and Foundation estimate the value of repairs to be \$250,000. The term of this Ground Lease shall be for a period commencing on December 1, 2023, and ending at midnight on November 30, 2024, or at such time as donation of improvement is executed, whichever occurs first.

RECOMMENDATION

It is recommended that the following resolution be adopted.

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval to enter into a Ground Lease with the Louisiana Tech University Foundation for the purpose of making repairs and improvements to the facility located at 1500 Bulldog Drive, as authorized by La. R.S. 17:3361.*

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

***BE IT FURTHER RESOLVED,** that the President of Louisiana Tech University or his or her designee is hereby designated and authorized to execute any and all documents associated with said Ground Lease and subsequent donation of the improvements.*

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



G.1.

LOUISIANA TECH
UNIVERSITY

OFFICE OF THE PRESIDENT

November 10, 2023

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

The facility identified by State ID S07880 and located at 1500 Bulldog Drive requires deferred maintenance and modernization, ranging from painting, air conditioning, heating replacement, and fence repair, along with other repairs and updates.

The Louisiana Tech University Foundation is prepared to contract with a licensed contractor to inspect and complete needed repairs and maintenance. All construction activities will be made in accordance with building codes and University standards.

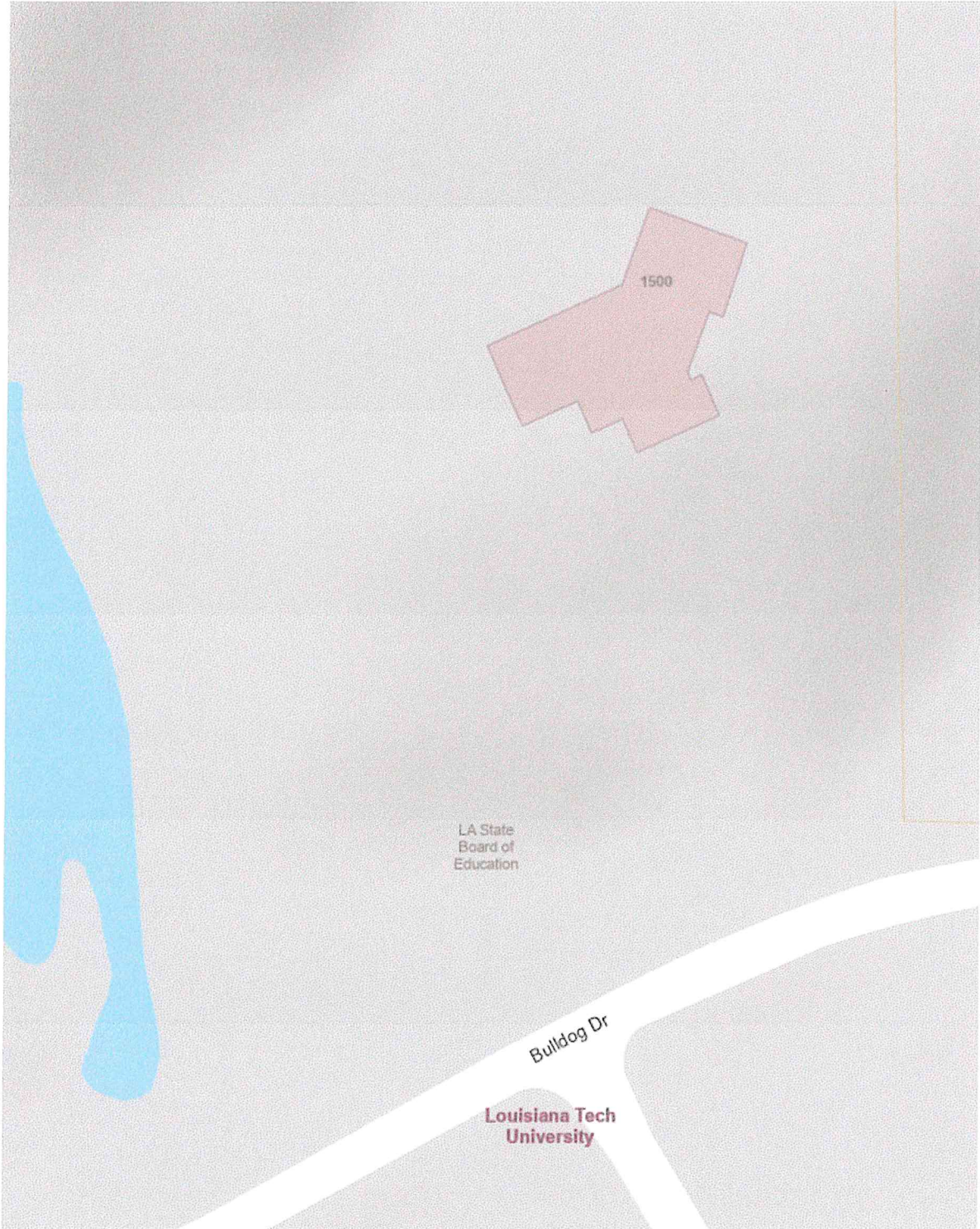
Improvements to the facility will be contracted by and paid by the Louisiana Tech University Foundation made under the supervision of University staff.

We respectfully request permission to enter into a ground lease to allow the Louisiana Tech University Foundation to contract and pay for needed repairs and upgrades estimated not to exceed \$250,000. Upon completion, all improvements will be donated to the University.

Sincerely,

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

Leslie K. Guice
President



1500

LA State
Board of
Education

Bulldog Dr

Louisiana Tech
University

LEASE

STATE OF LOUISIANA

PARISH OF LINCOLN

KNOW ALL MEN BY THESE PRESENTS THAT:

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

Hereinafter referred to as "LESSOR" and,

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

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

WITNESETH

ARTICLE 1
LEASE OF PROPERTY

1.1 Lease of Property. Lease is proceeding under the authority of R.S.
17:3361. Lessor, in consideration of the rent, covenants, agreements and conditions
hereinafter set forth, which Tenant hereby agrees shall be paid, kept and performed by
Tenant, does hereby lease, let, demise and rent exclusively unto Tenant, and Tenant
does hereby rent and lease from Lessor the following described property, together with
all improvements thereon, all rights, ways, privileges, servitudes, appurtenances and
advantages thereunto belonging or in anywise appertaining, situated in Lincoln Parish,
Louisiana, to-wit: all of the property described as State ID S07880 located at 1500
Bulldog Drive as depicted in Exhibit A, on the Louisiana Tech University Campus,

Ruston, Louisiana; hereinafter referred to as the “Leased Property”. Site shall include only the construction site itself and not any building or other common areas not needed for support of the construction. Tenant shall be provided access through Lessor’s property to the leased site in order to make improvements to the site.

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

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

1.4 Purpose. The sole purpose for which Tenant is leasing the Leased Property and for which Lessor is granting this Lease is for Tenant to use the Leased Property described in 1.1 to perform deferred maintenance and modernization ranging from painting, air conditioning and heating replacement, fence repair along with other repairs and updates.. Louisiana Tech must approve all plans and specifications prior to commencement of work. The value of improvements to be constructed and donated is estimated to be \$250,000.00.

ARTICLE 2 TERM

2.1 Term. The term of this Lease shall be for a period commencing on December 1, 2023, and ending at midnight on November 30, 2024, or at such time as donation of improvement is executed, whichever occurs first.

ARTICLE 3
RENT

3.1 Consideration. In consideration of said lease, Tenant agrees to complete deferred maintenance and modernization ranging from painting, air conditioning and heating replacement, fence repair along with other repairs and updates, as authorized by La. R.S. 17:3361.

ARTICLE 4
WARRANTY

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

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

ARTICLE 5
UTILITIES

5.1 Does not apply to this project.

ARTICLE 6
MAINTENANCE AND REPAIRS

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

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

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

ARTICLE 7 IMPROVEMENTS

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

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

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

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

ARTICLE 8 INSURANCE

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

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

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

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

8.1.2 Comprehensive General Liability Insurance. Comprehensive general liability insurance insuring Tenant and Lessor against liability to the public or to any person using or present on the Leased Property, including the building and

improvements located thereon during the term of the lease or any extension thereof, which insurance shall be in the amount of \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. Policy coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

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

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

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

ARTICLE 9 TAXES AND ASSESSMENTS

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

ARTICLE 10
INDEMNITY

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

ARTICLE 11
ASSIGNMENT OR SUBLEASE

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

ARTICLE 12
DEFAULT

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

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

ARTICLE 13
NOTICES

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

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

Tenant: c/o Lisa Bradley
Interim Vice President and Chief Financial Officer
Louisiana Tech University Foundation
P.O. Box 3183
Ruston, LA 71272

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

ARTICLE 14 SURRENDER OF POSSESSION

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

ARTICLE 15
SPECIFIC PERFORMANCE

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

ARTICLE 16
BINDING EFFECT

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

ARTICLE 17
GENDER

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

ARTICLE 18
SEVERABILITY

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

ARTICLE 19
EFFECTIVE DATE

19.1 Effective Date. The effective date of this Lease, irrespective of the date of execution by Lessor or Tenant, shall be December 1, 2023.

Signature Page:

Lease Agreement between Louisiana Tech University and Louisiana Tech University Foundation, Inc.

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Ruston, Parish of Lincoln, State of Louisiana on this _____ day of _____ 2023.

WITNESSES:

**LOUISIANA TECH UNIVERSITY
FOUNDATION, INC.**

Timothy J. Cutt

WITNESSES:

**LOUISIANA TECH UNIVERSITY
FOUNDATION, INC.**

Lisa Bradley, CPA

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Ruston, Parish of Lincoln, State of Louisiana on this _____ day of _____ 2023.

WITNESSES:

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

Dr. Leslie K. Guice

EXHIBIT A

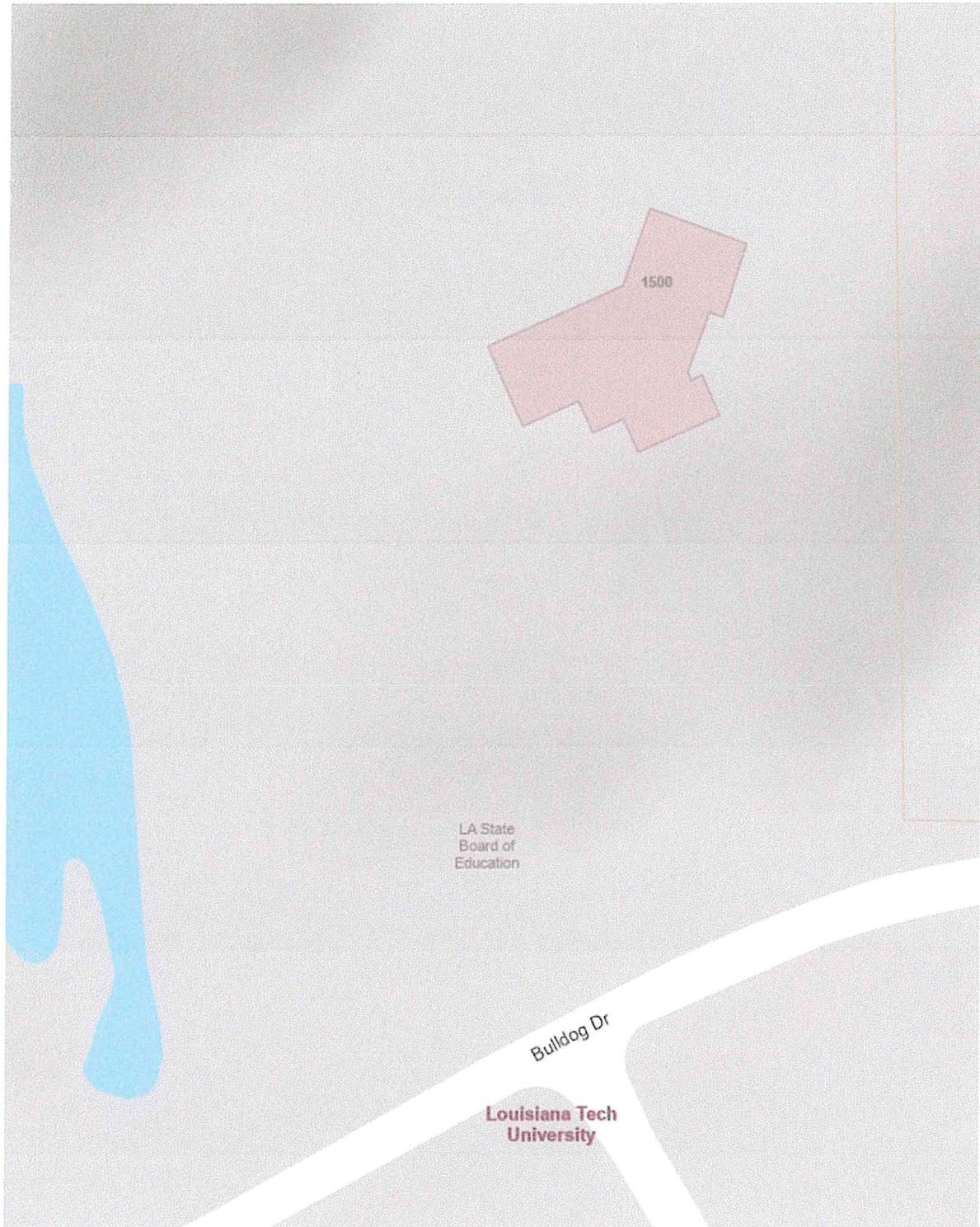


EXHIBIT B

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

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

2. Commercial General Liability

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

3. Automobile Liability

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

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

1. Commercial General Liability and Automobile Liability Coverages

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

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

2. Workers Compensation and Employers Liability Coverage

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

3. All Coverages

a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. VERIFICATION OF COVERAGE

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

2. The Certificate Holder Shall be listed as follows:

State of Louisiana
Agency Name, Its Officers, Agents, Employees and Volunteers
Address, City, State, Zip
Project or Contract #:

3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated.

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

F. SUBCONTRACTORS

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

G. WORKERS COMPENSATION INDEMNITY

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

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

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

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

FACILITIES PLANNING COMMITTEE

December 7, 2023

- Item G.2.** Louisiana Tech University's request for approval to advertise and auction for the sale of approximately 535 acres of forest land in southern Arkansas, in accordance with Policy and Procedures Memorandum FP-VI.IV.-1a, Section V, Part E, Sale of Immovable Property.

EXECUTIVE SUMMARY

The University is requesting approval to advertise and auction for the sale of approximately 535 acres of forest land in southern Arkansas, acquired in 2016 from the estate of James H. Blanchard, Jr. The property is located in Sections 27, 28, 33, and 34, Township 18 South, Range 20 West, Columbia County, Arkansas. The University has reviewed the value of the land and has determined that it is in the best interest of the University to sell the land and utilize the proceeds in the University Plant Fund.

The estimated value of the land with timber is approximately \$1,100,000. Pending Board approval, the University will contract with a Member, Appraisal Institute (MAI) to appraise the site and establish the market value of the land, timber, and minerals.

Following approval of the Board, and receipt of the MAI appraisal, Louisiana Tech University will be seeking permission from both the House and Senate Natural Resources Committee for approval of the sale, publicize the sale, and then conduct a public auction. The appraisal value will establish the minimum bid. The University further requests that it be authorized to sell and execute sale documents should bids be received at auction above the appraisal value.

RECOMMENDATION

It is recommended that the following resolution be adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval to advertise and auction for the sale of approximately 535 acres of forest land in southern Arkansas, in accordance with Policy and Procedures Memorandum FP-VI.IV.-1a, Section V, Part E, Sale of Immovable Property.

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

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

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



G.2.

LOUISIANA TECH
UNIVERSITY.

OFFICE OF THE PRESIDENT

November 10, 2023

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

In 2016, Louisiana Tech University acquired 535 acres of forest land in southern Arkansas from the estate of James H. Blanchard, Jr.

The University has reviewed the value of the land and has determined that it is in the best interest of the University to sell the land and utilize the proceeds in the University Plant Fund.

The estimated value of the land with timber is approximately \$1,100,000. Pending approval of the Board of Supervisors, the University will contract with a MIA-certified appraiser to appraise the site and establish the market value of the land, timber, and minerals.

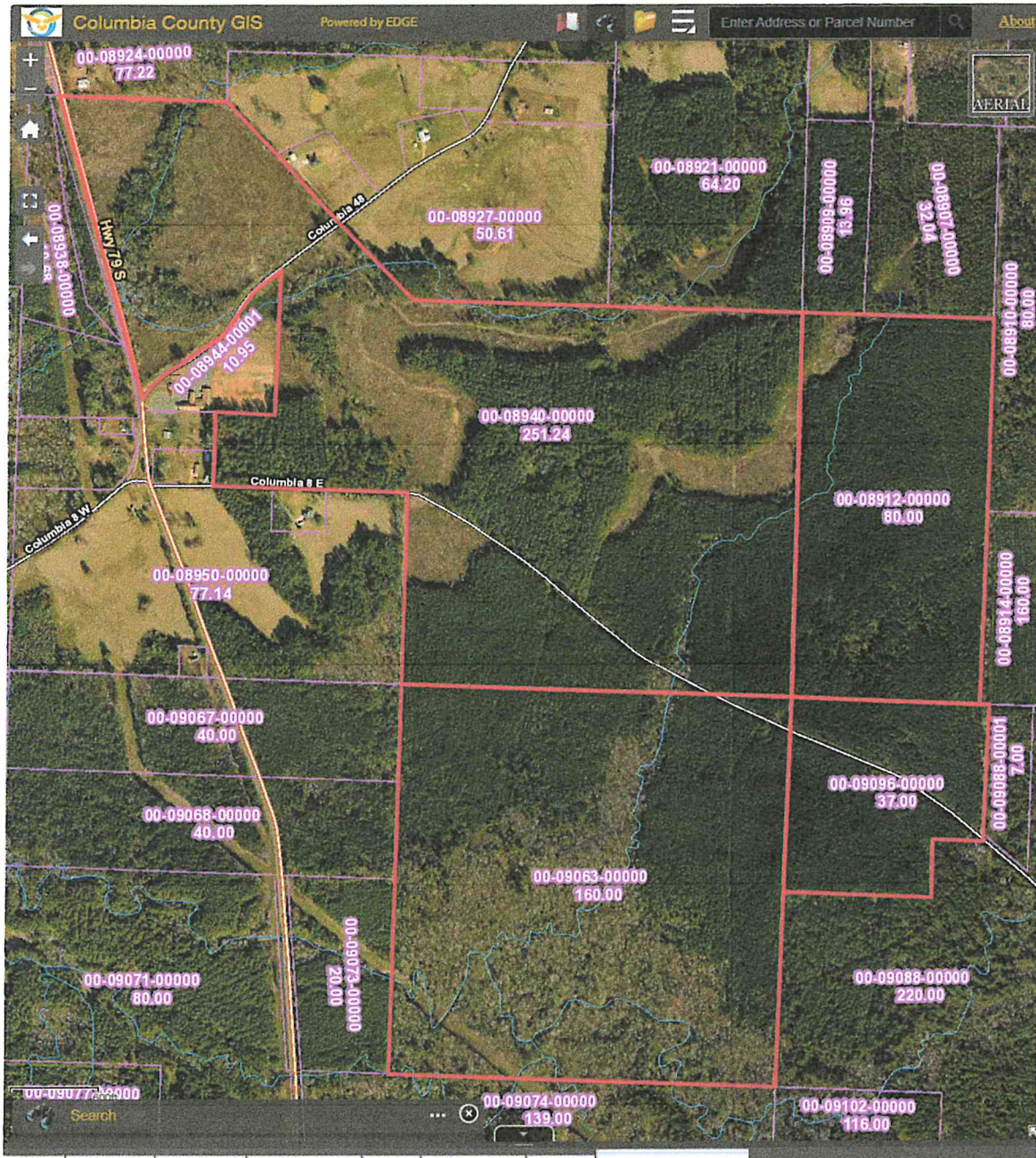
Following approval of the Board and receipt of the MIA appraisal, Louisiana Tech University is seeking permission to request from both the House and Senate Natural Resources Committee approval of the sale, publicize the sale, and then conduct a public auction. The appraisal value will establish the minimum bid. The University further requests that it be authorized to sell and execute sale documents should bids be received at auction above the appraisal value.

All documents shall be subject to review and approval by the Board Staff and Legal Counsel as required for administrative review and legal transfer. The University further requests that the President of Louisiana Tech be authorized to execute said documents on behalf of the Board of Supervisors necessary to complete the exchange.

Sincerely,

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

Leslie K. Guice
President



Railroads Transportation Transportation Rivers and Streams Parcels County Boundary City Limits Search Results: Parcels

Options Filter by map extent Zoom to Clear selection Refresh

GIS Acres	Acrea	Parcel ID	Legal Description	Owners Name	Physical City	Physical Address	Total Value	Subdivision	S-T-R
160.36	160.00	00-09063-00000	160AC NE BOOK 377 PAGE 031	LOUISIANA TECH UNIVERSITY			0		S33-T18-R20
77.62	80.00	00-08912-00000	80AC W/2 SW BOOK 377 PAGE 031	LOUISIANA TECH UNIVERSITY			0		S27-T18-R20
248.01	251.24	00-08940-00000	29AC SW NW, 20AC SW/2 SE NW 40AC NE SW; 9.24AC NW SW 160AC SE BOOK 377 PAGE 031	LOUISIANA TECH UNIVERSITY		HWY 79	0		S28-T18-R20
37.47	37.00	00-09096-00000	37AC NW NW BOOK 377 PAGE 31 COLUMBIA RD 8	LOUISIANA TECH UNIVERSITY		COLUMBIA RD 8	0		S34-T18-R20



Search Results: Parcels | Railroads | Transportation | Transportation | Rivers and Streams | Parcels | County Boundary | City Limits

Options Filter by map extent Zoom to Clear selection Refresh

GIS Acres	Acres	Parcel ID	Legal Description	Owners Name	Physical City	Physical Address	Total Value	Subdivision	S-T-R
7.07	7.00	00-09088-00001	7AC NE NW BOOK 2017 PAGE 1005 COLUMBIA RD 8 E A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE/4 NW/4) OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 20 WEST, COLUMBIA COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:	UNIVERSITY OF LOUISIANA SYSTEM		COLUMBIA RD 8 E	0		S34-T18-R20

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

FACILITIES PLANNING COMMITTEE

December 7, 2023

Item G.3. Louisiana Tech University's request for approval to advertise and auction for the sale of 13.5 acres of land in Lincoln Parish, in accordance with Policy and Procedures Memorandum FP-VI.IV.-1a, Section V, Part E, Sale of Immovable Property.

EXECUTIVE SUMMARY

The University is requesting approval to advertise and auction for the sale of 13.5 acres of land in Lincoln Parish, acquired in 1996 from the estate of Elva L. Smith. The property is located in Section 29, Township 18 South, Range 3 West, Lincoln Parish, Louisiana. The University has reviewed the value of the land and has determined that it is in the best interest of the University to sell the land and utilize the proceeds in the University Plant Fund.

The estimated value of the land with timber is approximately \$40,000. Pending Board approval, the University will contract with a Member, Appraisal Institute (MAI) to appraise the site and establish the market value of the land, timber, and minerals.

Following approval of the Board, and receipt of the MAI appraisal, Louisiana Tech University will be seeking permission from both the House and Senate Natural Resources Committee for approval of the sale, publicize the sale, and then conduct a public auction. The appraisal value will establish the minimum bid. The University further requests that it be authorized to sell and execute sale documents should bids be received at auction above the appraisal value.

RECOMMENDATION

It is recommended that the following resolution be adopted.

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval to advertise and auction for the sale of 13.5 acres of land in Lincoln Parish, in accordance with Policy and Procedures Memorandum FP-VI.IV.-1a, Section V, Part E, Sale of Immovable Property.*

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

***BE IT FURTHER RESOLVED,** that the President of Louisiana Tech University or his or her designee is hereby designated and authorized to execute any and all documents associated with said auction and sale.*

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



LOUISIANA TECH UNIVERSITY®

OFFICE OF THE PRESIDENT

November 10, 2023

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

In 1996, Louisiana Tech University acquired 13.5 acres of unimproved land just west of Ruston, Louisiana, from the Elva L. Smith Estate.

The University has reviewed the value of the land and has determined that it is in the best interest of the University to sell the land and utilize the proceeds in the University Plant Fund.

The estimated value of the land with timber is approximately \$40,000. Pending approval of the Board of Supervisors, the University will contract with a MIA-certified appraiser to appraise the site and establish the market value of the land, timber, and minerals.

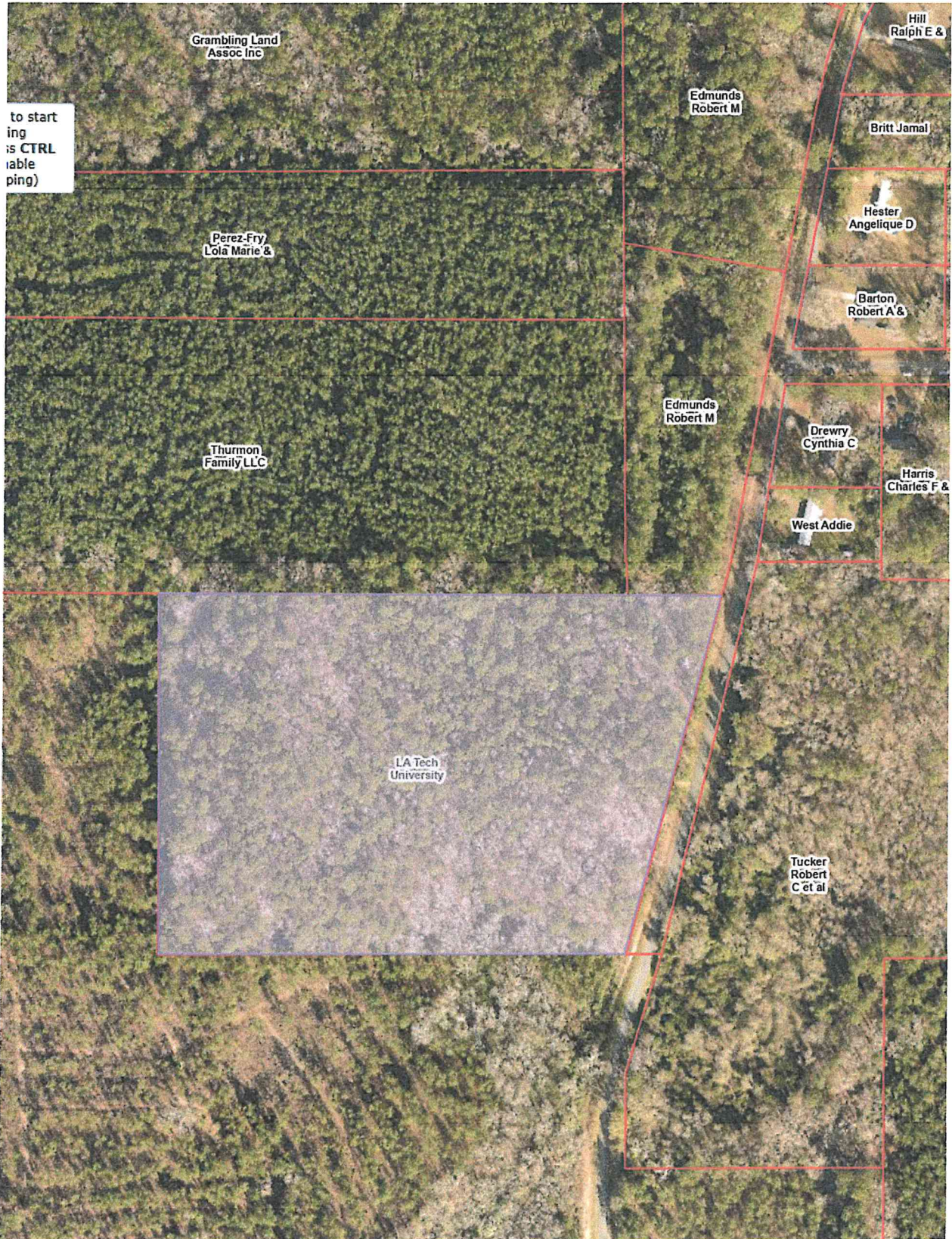
Following approval of the Board and receipt of the MIA appraisal, Louisiana Tech University is seeking permission to request from both the House and Senate Natural Resources Committee approval of the sale, publicize the sale, and then conduct a public auction. The appraisal value will establish the minimum bid. The University further requests that it be authorized to sell and execute sale documents should bids be received at auction above the appraisal value.

All documents shall be subject to review and approval by the Board Staff and Legal Counsel as required for administrative review and legal transfer. The University further requests that the President of Louisiana Tech be authorized to execute said documents on behalf of the Board of Supervisors necessary to complete the exchange.

Sincerely,

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

Leslie K. Guice
President



to start
ing is CTRL
(able ping)

Grambling Land
Assoc Inc

Hill
Ralph E &

Edmunds
Robert M

Britt Jamal

Perez-Fry
Lola Marie &

Hester
Angelique D

Barton
Robert A &

Thurmon
Family LLC

Edmunds
Robert M

Drewry
Cynthia C

Harris
Charles F &

West Addie

L'A Tech
University

Tucker
Robert
C et al

Parcel: 29183953003
Assessment #: 22413

ID: 22413

Lincoln Parish Report

Tax Year 2023 ▾

(Certified)

Property Owner	
Name:	LA Tech University
Mailing Address:	700 W Calif Ruston, LA 71272
Type:	(EX) Exempt
Tax District:	(SD10) SD #1 - Outside
City Millage:	0.00
Parish Millage:	82.92
Homestead Pct:	0.00
Special Assessment Freeze:	No

Property Information	
Physical Address:	0 Rodgers RD,
Subdivision:	Non Subdivision
Block/Lot:	N/A / N/A
S-T-R:	29-18N-03W
Size (Acres):	13.50
Restoration Tax Abatement:	No
Homestead Code:	
Legal:	<i>See Extended Legal</i>

Extended Legal

BEG. AT SEC OF SW OF NE, SEC. 29-18-3,
W. 792', N. 660', E. 979' TO C/L OF RD.
THEN SW ALONG C/L 710', N. 50' TO POB,
CONTG. 13.5 AC., M/L. (PART. L.L.
TUCKER, 200-539) (FROM SUCCN. ELVA L.
SMITH) (953-3) (0100385900)

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

FACILITIES PLANNING COMMITTEE

December 7, 2023

- Item G.4.** Southeastern Louisiana University's request for approval to extend a current Ground Lease with the Southeastern Louisiana University Foundation to renovate "The Inn" on Southeastern's campus to March 1, 2024, as authorized by La. R.S. 17:3361.

EXECUTIVE SUMMARY

Southeastern Louisiana University received approval on October 28, 2021, to enter into a Ground Lease with the Southeastern Louisiana University Foundation, a non-profit organization, to renovate "The Inn" on its campus. The primary purpose of this Ground Lease was to allow the Foundation to renovate and provide additional office space at "The Inn," which is needed to integrate office and meeting space to advance the efforts of the Southeastern Foundation, Development Office and Advancement Services. The renovations and enhancements of "The Inn" are estimated at \$600,000.

Upon completion of the project, the Foundation will execute a donation to the University. Due to delays in the work to include supply chain issues, an extension is necessary. The new date of termination will be March 1, 2024, or at such time as donation of improvement is executed, whichever occurs first.

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

RECOMMENDATION

It is recommended that the following resolution be adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval to extend a current Ground Lease with the Southeastern Louisiana University Foundation to renovate "The Inn" on Southeastern's campus to March 1, 2024, as authorized by La. R.S. 17:3361.

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

Executive Summary

December 7, 2023

Page 2

***BE IT FURTHER RESOLVED,** that the President of Southeastern Louisiana University or his or her designee is hereby designated and authorized to execute any and all documents associated with said Ground Lease and subsequent donation of the improvements.*

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

GROUND LEASE

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

KNOW ALL MEN BY THESE PRESENTS THAT:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM
with and on behalf of Southeastern Louisiana University, represented herein by Dr.
William Wainwright duly authorized by resolution of said Board of Supervisors,

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

SOUTHEASTERN LOUISIANA UNIVERSITY FOUNDATION, a non-profit
corporation, domiciled in Tangipahoa Parish, Louisiana, with its address of SLU 10703
Hammond, Louisiana, 70402, represented herein by its duly authorized representative
Toby Cortez Chairperson of the Southeastern Louisiana University Foundation.

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

WITNESSETH

**ARTICLE 1
LEASE OF PROPERTY**

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

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

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

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

1.4 Purpose. The primary purpose for which Lessee is leasing the Leased Property, and for which Lessor is granting this Lease, is for the Lessee to renovate and provide additional office space needed to integrate office and meeting space to advance the efforts of the Southeastern Foundation, Development Office and Advancement Services. The Inn on the campus of Southeastern Louisiana University, hereinafter the "Project". (See Exhibit A) The facility warranty will be executed in favor of Lessor at time of completion. Plans and specifications for improvements in the Project must be approved by Lessor prior to installation.

**ARTICLE 2
TERM**

2.1 Term. The term of this Lease shall be for a period commencing on the date of execution and ending at midnight on the 1st day of March, 2024 or at such time as donation of improvements is executed whichever occurs first.

**ARTICLE 3
RENT**

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

**ARTICLE 4
WARRANTY**

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

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

**ARTICLE 5
UTILITIES**

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

**ARTICLE 6
MAINTENANCE AND REPAIRS**

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

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

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

ARTICLE 7 IMPROVEMENTS

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

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

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

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

ARTICLE 8 INSURANCE

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

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

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

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

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

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

ARTICLE 9 TAXES AND ASSESSMENTS

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

ARTICLE 10 INDEMNITY

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

**ARTICLE 11
ASSIGNMENT OR SUBLEASE**

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

**ARTICLE 12
DEFAULT**

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

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

**ARTICLE 13
NOTICES**

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

Lessor: Southeastern Louisiana University
c/o Sam Domiano
Vice President for Administration and Finance
SLU 10709
Hammond, LA 70402

Lessee: Southeastern Louisiana University Foundation
Toby Cortez
Chairperson
SLU 10703
Hammond, LA 70402

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

**ARTICLE 14
SURRENDER OF POSSESSION**

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

**ARTICLE 15
SPECIFIC PERFORMANCE**

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

**ARTICLE 16
BINDING EFFECT**

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

**ARTICLE 17
GENDER**

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

**ARTICLE 18
SEVERABILITY**

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

**ARTICLE 19
EFFECTIVE DATE**

19.1 Effective Date. The effective date of this Lease, irrespective of the date of execution by Lessor or Lessee, shall be _____, 2023.

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Hammond, Parish of Tangipahoa, State of Louisiana on this _____ day of _____, 2023.

WITNESSES:

SOUTHEASTERN LOUISIANA UNIVERSITY
FOUNDATION

Toby Cortez, Chairperson

NOTARY PUBLIC

Print Name:

Notary ID #

My Commission is: _____

WITNESSES:

SOUTHEASTERN LOUISIANA UNIVERSITY

William S. Wainwright, President

NOTARY PUBLIC

Print Name:

Notary ID #

My Commission is: _____

EXHIBIT A

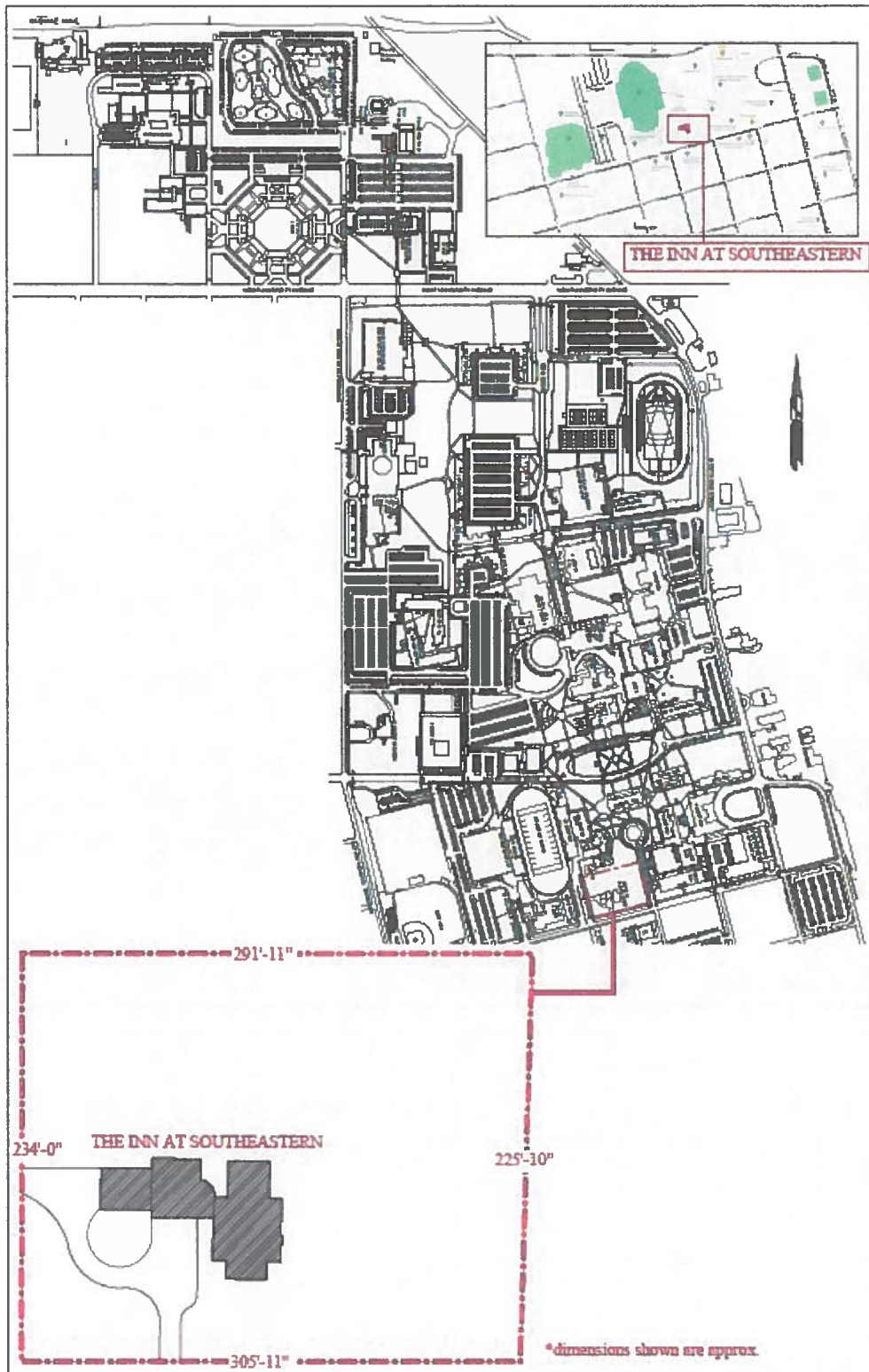


EXHIBIT B

Page 1 of 3

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

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

EXHIBIT B

Page 2 of 3

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

- a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.
- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

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

EXHIBIT B

Page 3 of 3

3. All Coverages

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

G. SUBCONTRACTORS

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