

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

October 26, 2023

Item H.1. **Grambling State University's** request for approval to name the football field at Eddie G. Robinson Memorial Stadium, *James "Shack" Harris and Doug Williams Field*.

EXECUTIVE SUMMARY

The Department of Athletics requests approval to name the football field at Eddie G. Robinson Memorial Stadium in honor of Mr. James "Shack" Harris and Mr. Doug Williams, updating the official name to *James "Shack" Harris and Doug Williams Field at Eddie G. Robinson Memorial Stadium*.

The Department of Athletics wishes to celebrate the legacies of two of the most iconic names in Grambling State University and football history. James Harris and Doug Williams both played quarterback under legendary head football coach Eddie G. Robinson, helping the G-Men to seven combined SWAC Championships between 1965 and 1977. Following their collegiate careers, they both represented the Grambling State name with pride and excellence.

Mr. Harris solidified his legacy in sports history by becoming the first African-American player in the history of professional football to start a season at quarterback. In 1974, he led the Los Angeles Rams to an NFC West Division title and their first playoff victory since 1951. Mr. Harris then became the first African-American quarterback to start a conference championship game. He also earned a spot in that year's Pro Bowl, being named Pro Bowl MVP.

Mr. Williams also had a successful professional career, highlighting it by becoming the first African-American quarterback to be named Super Bowl MVP after leading Washington Redskins to a 42-10 victory over the Denver Broncos in Super Bowl XXII. Mr. Williams returned to Grambling following his playing career to serve as head coach, leading GSU to numerous SWAC and HBCU National Championships.

As contributors to Grambling State University, both Mr. Harris and Mr. Williams collaborated to found the Black College Football Hall of Fame, preserving the legacies of not just GSU football players, but HBCU players and contributors from all over the nation.

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 Grambling State University's request for approval to name the football field at the Eddie G. Robinson Memorial Stadium the James "Shack" Harris and Doug Williams Field.*

H.1.



Office of the President

October 4, 2023

**MEMORANDUM TO THE BOARD OF SUPERVISORS OF THE
UNIVERSITY OF LOUISIANA SYSTEM**

**SUBJECT: REQUEST FOR APPROVAL TO NAME THE FOOTBALL FIELD AT EDDIE G.
ROBINSON MEMORIAL STADIUM, "*JAMES "SHACK" HARRIS AND DOUG WILLIAMS
FIELD.*"**

Grambling State University respectfully requests for approval to name the football field at Eddie G. Robinson Memorial Stadium, "*James "Shack" Harris and Doug Williams Field.*"

Your favorable consideration of this request is greatly appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read "RJ Gallot", is written over a horizontal line.

Richard J. Gallot, Jr., JD
President

Attachment

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

FACILITIES PLANNING COMMITTEE

October 26, 2023

Item H.2. **Nicholls State University’s** request for approval to name the recently renovated portion of Stopher Gymnasium, the future Baseball Fieldhouse, and the Women’s Basketball locker room.

EXECUTIVE SUMMARY

Stopher Gymnasium
Renovated portion – *Don Landry Legacy Center*

The University is requesting approval to name the renovated portion of Stopher Gymnasium that includes the recently renovated student-athlete team meeting room, concession zone, and the fan overview balcony, the “*Don Landry Legacy Center.*” Don Landry served as head basketball coach for 13 years beginning in 1966 and was a two-time finalist for National Coach of the Year. His teams won two conference championships and two NCAA Regional championships. His 1975-76 team was ranked No. 2 in the final national poll after posting a 22-4 record, and his 1978-79 team represented the United States in France, where it won an international tournament. During his leadership as Nicholls Athletic Director from 1979 to 1987, the University won two all-sports championships and made a transition from Division II to Division I. In 1987, he became the Southland Conference Commissioner for three years. Before leaving the Southland Conference, Mr. Landry helped broker a deal that allowed Nicholls to join the Southland Conference starting in 1991. The naming of this space in his honor is a testament to his 21-year career at Nicholls and his lifetime support of the University. This naming is for the useful life of the space.

Baseball Fieldhouse
To be built in 2024 – *Henry J. Lafont, Sr. Fieldhouse*

The University is requesting approval to name the future Baseball Fieldhouse, the “*Henry J. Lafont, Sr. Fieldhouse.*” This request is to recognize the long-time support and generosity of the Lafont Family and their support of the Nicholls State University Athletics Department. Henry and Kimberly Lafont have committed to the long-term success of the Department of Athletics at Nicholls and have made a significant contribution toward construction of the new building in addition to numerous additional financial and in-kind contributions over the last 47 years since Henry Lafont, Jr. graduated from Nicholls. The Lafonts have also funded a first-generation endowed scholarship in the family’s name at Nicholls. The fieldhouse will be used by the baseball team and staff of approximately 55 coaches and players. The space will include coaches’ offices, locker rooms, a team meeting space, and multipurpose game day viewing lounge. This naming is for the useful life of the space.

Women's Basketball

Locker Room – *Roy and Daigle Locker Room “Den of Faith”*

The University is requesting approval to name the Women's Basketball locker room in Stopher Gymnasium the “*Roy and Daigle Locker Room ‘Den of Faith.’*” Sidney Roy and Dane Daigle have committed to the long-term success of the Department of Athletics at Nicholls and have made a notable in-kind contribution to include flooring, upgraded film viewing area, and wall graphics for naming rights to women's basketball locker room. The locker room will be used by the women's basketball team for game day and practice activities. The space will include lockers, restrooms and showers, and a film room. This naming is for the useful life of the space.

RECOMMENDATION

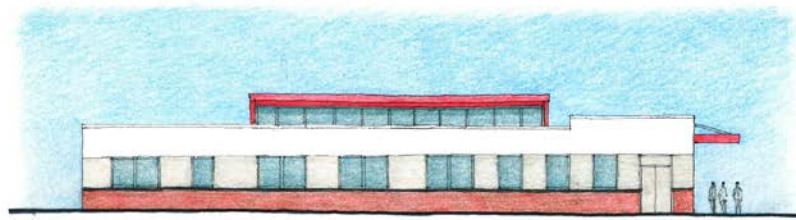
It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, *that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University's request for approval to name the recently renovated portion of Stopher Gymnasium, the future Baseball Fieldhouse, and the Women's Basketball locker room.*

Executive Summary Attachment A



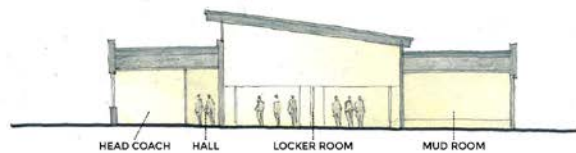
Don Landry Legacy Center



NORTHEAST ELEVATION



NORTHWEST ELEVATION



HEAD COACH HALL LOCKER ROOM MUD ROOM

Not to a scale (equal to floor plan)

DIDIER FIELD
WHLIC ARCHITECTURE 00 13.23

ELEVATIONS + SECTION

2

Henry J. Lafont, Sr. Fieldhouse



Roy and Daigle Locker Room “Den of Faith”



Nicholls State University

Office of the President

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

H.2.

October 5, 2023

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 October 26, 2023 meeting of the Board of Supervisors for the University of Louisiana System:

*Name Renovated Portion of Stopher Gymnasium:
"Don Landry Legacy Center".*

Thank you for your assistance in this matter.

Sincerely,

Jay Clune, PhD
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, Vice President for Collegiate Athletics/Athletic Director
Dr. Michele Caruso, Vice President for Student Affairs
Dr. Todd Keller, Vice Provost
Ms. Renee Hicks, Assistant Vice President of Institutional Effectiveness Access & Success
Ms. Alison Hadaway, Director of Human Resources
Mr. Jerad David, Director of Communications
Ms. Paige Thomas, Director of Alumni Affairs
Ms. Paulette Mayon, Assistant Controller for Reporting/Compliance & Ethics Liaison
Ms. Claire Bourgeois, Faculty Senate President



Nicholls State University

Office of the President

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

October 26, 2023

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

RE: Name Renovated Portion of Stopher Gymnasium

Dear Dr. Henderson:

Nicholls State University hereby requests approval to name the renovated portion of Stopher Gymnasium:

Don Landry Legacy Center

Don Landry served as head basketball coach for 13 years beginning in 1966 and was a two-time finalist for National Coach of the Year. His teams won two conference championships and two NCAA Regional championships. His 1975-76 team was ranked No. 2 in the final national poll after posting a 22-4 record, and his 1978-79 team represented the United States in France where it won an international tournament. During his leadership as Nicholls athletic director from 1979 to 1987, the University won two all-sports championships and made a transition from Division II to Division I. In 1987, he became the Southland Conference commissioner for three years. Before leaving the Southland Conference, Landry helped broker a deal that allowed Nicholls to join the Southland Conference starting in 1991. The naming of this space in his honor is a testament to his 21-year career at Nicholls.

Therefore, I respectfully request that you and the University of Louisiana System Board of Supervisors approve this request to name the renovated portion of Stopher Gymnasium the *Don Landry Legacy Center*.

Sincerely,

Jay Clune, PhD
President



Nicholls State University

Office of the President

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

October 5, 2023

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 October 26, 2023 meeting of the Board of Supervisors for the University of Louisiana System:

*Name Future Baseball Fieldhouse:
"Henry J. Lafont, Sr. Fieldhouse".*

Thank you for your assistance in this matter.

Sincerely,

Jay Clune, PhD
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, Vice President for Collegiate Athletics/Athletic Director
Dr. Michele Caruso, Vice President for Student Affairs
Dr. Todd Keller, Vice Provost
Ms. Renee Hicks, Assistant Vice President of Institutional Effectiveness Access & Success
Ms. Alison Hadaway, Director of Human Resources
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Ms. Paige Thomas, Director of Alumni Affairs
Ms. Paulette Mayon, Assistant Controller for Reporting/Compliance & Ethics Liaison
Ms. Claire Bourgeois, Faculty Senate President



Nicholls State University

Office of the President

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

October 26, 2023

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

RE: Name the Future Baseball Fieldhouse

Dear Dr. Henderson:

Nicholls State University hereby requests approval to name the future Baseball Fieldhouse to be built in 2024 the:

Henry J. Lafont, Sr. Fieldhouse

The University wishes to recognize the long-time support and generosity of the Lafont Family and their support of the Nicholls State University Athletics Department. Henry and Kimberly Lafont have committed to the long-term success of the Department of Athletics at Nicholls and have made a significant contribution toward the construction of the new building in addition to numerous additional financial and in-kind contributions over the last 47 years since Henry Lafont, Jr. graduated from Nicholls. The Lafonts have also funded a first-generation endowed scholarship in the family's name at Nicholls. The fieldhouse will be used by the baseball team and staff of approximately 55 coaches and players. The space will include coaches' offices, locker rooms, a team meeting space, and multipurpose game day viewing lounge. This naming is for the useful life of the space.

Therefore, I respectfully request that you and the University of Louisiana System Board of Supervisors approve this request and grant the University the authority to name the Nicholls Baseball Fieldhouse the *Henry J. Lafont, Sr. Fieldhouse*.

Sincerely,

Jay Clune, PhD
President



Nicholls State University

Office of the President

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

October 5, 2023

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 October 26, 2023 meeting of the Board of Supervisors for the University of Louisiana System:

*Name Women's Basketball Locker Room in Stopher Gymnasium:
"Roy & Daigle Locker Room-Den of Faith".*

Thank you for your assistance in this matter.

Sincerely,

Jay Clune, PhD
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, Vice President for Collegiate Athletics/Athletic Director
Dr. Michele Caruso, Vice President for Student Affairs
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Ms. Paulette Mayon, Assistant Controller for Reporting/Compliance & Ethics Liaison
Ms. Claire Bourgeois, Faculty Senate President



Nicholls State University

Office of the President

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

October 26, 2023

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

RE: Name the Women's Basketball Locker Room in Stopher Gymnasium

Dear Dr. Henderson:

Nicholls State University hereby requests approval to name the Women's Basketball locker room in Stopher Gymnasium:

Roy and Daigle Locker Room "Den of Faith"

The University wishes to recognize the long-time support and generosity Sidney Roy and Dane Daigle families have contributed to the Nicholls State University Athletics Department. Sidney Roy and Dane Daigle have committed to the long-term success of the Department of Athletics at Nicholls and have contributed \$40,000 in-kind including flooring, upgraded film viewing area, and wall graphics for naming rights to women's basketball locker room. The locker room will be used by the women's basketball team for game day and practice activities. The space will include locker, restrooms and showers, and a film room. This naming is for the useful life of the space.

Therefore, I respectfully request that you and the University of Louisiana System Board of Supervisors approve this request and grant the University the authority to name Women's Basketball locker room in Stopher Gymnasium the *Roy and Daigle Locker Room "Den of Faith"*.

Sincerely,

Jay Clune, PhD
President

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

FACILITIES PLANNING COMMITTEE

October 26, 2023

Item H.3. **Northwestern State University's** request for approval to enter a Ground and Facility Lease with the Demons Unlimited Foundation for interior/exterior renovations to the baseball complex, as authorized by La. R.S. 17:3361.

EXECUTIVE SUMMARY

The University is requesting approval to enter a Ground and Facility Lease with the Demons Unlimited Foundation, a non-profit organization, for interior/exterior renovations to NSU baseball complex, as authorized by La. R.S. 17:3361. The lease consists of the building, NSU baseball complex, located on the campus of Northwestern State University. The project cost is approximately \$6,500 to be paid with private funds. The approximate square footage of the space to be leased is 400 square feet. The renovation will include installation of concrete and improvement of drainage. The warranty of the renovations will be executed in favor of Lessor at the time of completion. Plans and specifications for improvements in the project must be approved by Lessor prior to installation.

The University will grant a 2-month period for completion of the project. Upon completion of the project, the Foundation will execute a donation to the University of the completed project. The lease will terminate on January 5, 2024, or upon completion of the renovations to the facility.

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

RECOMMENDATION

It is recommended that the following resolution be adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University's request for approval to enter a Ground and Facility Lease with the Demons Unlimited Foundation for interior/exterior renovations to the baseball complex, as authorized by La. R.S. 17:3361.

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

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

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



NORTHWESTERN STATE

Office of the President

H.3.

October 5, 2023

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

Re: Lease Agreement with Demons Unlimited Foundation for Interior/Exterior
Renovations to the NSU Baseball Donor Suite

Dear Dr. Henderson:

Northwestern State University is submitting a request for the attached *Lease Agreement with Demons Unlimited Foundation for Interior/Exterior Renovations to the NSU Baseball Donor Suite* be placed on the agenda for approval at the October 2023 Board meeting.

Thank you for your consideration of this request.

Sincerely,

Dr. Marcus Jones
President

Attachment

Established
1884

GROUND AND FACILITY LEASE

STATE OF LOUISIANA
PARISH OF NATCHITOCHES

KNOW ALL MEN BY THESE PRESENTS THAT:

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

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

DEMONS UNLIMITED FOUNDATION, a non-profit corporation, domiciled in
Natchitoches Parish, Louisiana, with its address of 468 Caspari Drive, Natchitoches,
Louisiana 71497, represented herein by its duly authorized representative Mike
Newton, President of the Demons Unlimited Foundation.

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

WITNESSETH

ARTICLE 1 LEASE OF PROPERTY

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

All the property described is the "Leased Property".

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

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

1.4 Purpose. The primary purpose for which Tenant is leasing the Lease Property, and for which Lessor is granting this Lease, is for Tenant to perform renovations to NSU Brown-Stroud field, specifically, 3rd base donor suite, located on the campus of Northwestern State University, hereinafter the "Project, at an approximate cost of \$6,500 to be paid with private funds. The approximate square footage of the space to be leased is 400 sq feet. The renovation will add concrete with improved drainage. This will include installation of concrete. The warranty for the renovations will be executed in favor of Lessor at the 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 November 1, 2023 execution and ending at midnight on the 5th day of January, 2024 or at such time as donation of improvements is executed whichever occurs first.

ARTICLE 3 RENT

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

ARTICLE 4 WARRANTY

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

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

ARTICLE 5 UTILITIES

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

ARTICLE 6 MAINTENANCE AND REPAIRS

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

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

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

ARTICLE 7 IMPROVEMENTS

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

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

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

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

ARTICLE 8 INSURANCE

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

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

8.1.2 Comprehensive General Liability Insurance. Comprehensive general liability insurance insuring Tenant and Lessor against liability to the public or to any person using or present on the Leased Property, including the building and improvements located thereon during the term of the Lease or any extension thereof, which insurance shall be in the amount of \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. Policy coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims Made" form is

unacceptable. The "occurrence form" shall not have a "sunset clause".

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

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

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

ARTICLE 9 TAXES AND ASSESSMENTS

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

ARTICLE 10 INDEMNITY

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

ARTICLE 11
ASSIGNMENT OR SUBLEASE

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

ARTICLE 12
DEFAULT

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

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

ARTICLE 13
NOTICES

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

Lessor: Northwestern State University
 c/o Jennifer Kelly
 Executive Director University Affairs
 140 Central Avenue
 Natchitoches, LA 71497

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

Notice deposited in the mail in the manner set forth above shall be effective, unless otherwise stated in this Lease, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only 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 at least fifteen (15) days written notice to the other party by way of certified mail, return receipt requested.

ARTICLE 14 SURRENDER OF POSSESSION

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

ARTICLE 15 SPECIFIC PERFORMANCE

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

ARTICLE 16 BINDING EFFECT

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

ARTICLE 17 GENDER

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

ARTICLE 18 SEVERABILITY


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


**ARTICLE 19
EFFECTIVE DATE**

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


THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Natchitoches, Parish of Natchitoches, State of Louisiana on this 25th day of September, 2023.

WITNESSES:





DEMONS UNLIMITED
FOUNDATION



Mike Newton, President

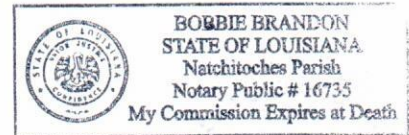


NOTARY PUBLIC

Print Name:

Notary ID #

My Commission is: at Death




WITNESSES:





NORTHWESTERN STATE UNIVERSITY



Dr. Marcus Jones, President

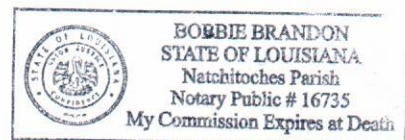


NOTARY PUBLIC

Print Name:

Notary ID #

My Commission is: at Death



**** EXHIBIT B ****

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

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

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

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

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

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

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

G. SUBCONTRACTORS

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

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

FACILITIES PLANNING COMMITTEE

October 26, 2023

Item H.4. **University of Louisiana at Lafayette's** request for approval to name the building located at 501 Saint Mary Boulevard, the "James D. Moncus Hall."

EXECUTIVE SUMMARY

The University is requesting approval to name the building located at 501 Saint Mary Boulevard, the "*James D. Moncus Hall*." This building was formerly known as the St. Francis Medical Office Building when it was owned and operated by the Our Lady of Lourdes Hospital system and group. The University finalized the purchase of the building and property in 2022 as part of the Our Lady of Lourdes Property acquisition.

Friends, loyal supporters, and advocates for the University of Louisiana at Lafayette, Jim and Ruth Moncus have gifted more than \$8 million through his family foundation since 1995. These generous gifts reach many corners of campus, enhancing student and faculty experiences in athletics and academics. Numerous endowed scholarships and professorships and unrestricted gifts continue to provide support for the Colleges of Arts, Nursing, and Sciences, the Graduate School, Honors Program, and athletics. Mr. Moncus passed away in 2021 and the University recognized him posthumously with an honorary Doctor of Nursing Practice during the Fall 2021 commencement ceremony.

The most recent transformational gift of \$7 million through the James D. Moncus Family Foundation will bolster the University's expansion efforts of the Health Sciences campus and provide valuable support to the College of Nursing and Health Sciences. This generous gift will forever shift the trajectory by which the University of Louisiana at Lafayette is able to provide workforce-ready graduates and research innovation. Such monumental support will significantly impact the lives of students and faculty and, in return, the lives of people in Acadiana, across the U.S., and the world. This naming is for the useful life of the facility.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval to name the building located at 501 Saint Mary Boulevard, the "James D. Moncus Hall."*



October 5, 2023

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

Dear Dr. Henderson:

Below is a philanthropic naming opportunity at the University of Louisiana at Lafayette for which I submit for the Board's consideration and approval:

James D. Moncus Hall

Ruth Moncus and her late husband, James Devin Moncus, have been loyal friends and supporters of the University for many years. Their longstanding support of academics and athletics have provided a path of support for students in nursing, sciences, arts, and more. Through the James D. Moncus Family Foundation, the transformational gift of \$7 million will propel the University's expansion of the Health Sciences Campus and provide valuable support for the College of Nursing and Health Sciences. The philanthropic naming of James D. Moncus Hall will recognize Mr. Moncus' deep commitment to the University of Louisiana at Lafayette. The building is located at 501 Saint Mary Boulevard in Lafayette, LA.

Please place this item on the agenda for the October 2023 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Savoie", written over the word "Sincerely,".

E. Joseph Savoie
President

SVC

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

FACILITIES PLANNING COMMITTEE

October 26, 2023

Item H.5. University of Louisiana at Lafayette's request for authorization to utilize designated Capital Outlay funds for the acquisition of the 804 E. St. Mary Blvd., Lafayette, Louisiana, known as the One Acadiana Building.

EXECUTIVE SUMMARY

The University of Louisiana at Lafayette has reached an agreement with the owner of the property for the purchase the 0.384-acre property and 3,969-square-foot building. This property was identified as an important acquisition by the University to expand the campus to adjacent property and have additional nearby office space.

The University of Louisiana at Lafayette has requested and been appropriated \$2 million through the Board of Regents in Capital Outlay Savings Funds for Land Acquisition, as authorized by Act 465 of the 2023 Regular Louisiana Legislative Session.

The University will work with the appropriate State agencies to facilitate the purchase of the 804 E. St. Mary Blvd. One Acadiana property and 3,969-square-foot building for the sum of \$815,000. The University engaged a certified appraiser to review this 0.384-acre property and building and said appraiser has delivered a report noting that the appraised value of the property is \$815,000, thus supporting the purchase price noted herein.

Upon approval by the Board, the University of Louisiana at Lafayette will proceed with the assistance of System staff, legal counsel, and the other appropriate State agencies to move toward the purchase of the property in conformity with Louisiana laws and regulations.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for authorization to utilize designated Capital Outlay funds for the acquisition of the 804 E. St. Mary Blvd., Lafayette, Louisiana, known as the One Acadiana Building.

BE IT FURTHER RESOLVED, that the University of Louisiana at Lafayette 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 the University of Louisiana at Lafayette and/or his designee are hereby designated and authorized to execute any and all documents necessary to execute the purchase of the 804 E. St. Mary Blvd. One Acadiana property at such times as deemed appropriate to facilitate the purchase transactions.

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



October 5, 2023

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 authorization to enter into a Purchase and Sale Agreement for the acquisition of 804 E. Saint Mary Boulevard, Lafayette LA known as the One Acadiana Building with designated Capital Outlay funds.

Pursuant to La. R.S. 17:3351(A)(6), the Board is authorized to "Purchase land and purchase or construct buildings necessary for the use of the University System, subject to the approval of the Board of Regents and in accordance with applicable laws." The University of Louisiana at Lafayette has negotiated the acquisition of 804 E. Saint Mary Boulevard, Lafayette, LA from One Acadiana to benefit the University. This property was identified as an important acquisition by the University to expand the campus to adjacent property and have additional office space.

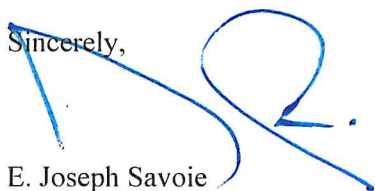
The University of Louisiana at Lafayette has requested and been appropriated \$2 million in Capital Outlay Savings Funds for Land Acquisition, as authorized by Act 465 of the 2023 Regular Louisiana Legislative Session.

The University has obtained an appraisal from a certified appraiser to determine the fair market value of the One Acadiana Property. The fair market value of the property is \$815,000.

Upon approval by the Board, the University of Louisiana at Lafayette will proceed with the assistance of System staff, legal counsel, and the other appropriate State agencies to move forward with the execution of a Purchase and Sale Agreement for the purchase of the property in the amount of \$815,000 and in conformity with Louisiana laws and regulations.

Please place this item on the agenda for the October 2023 meeting of the Board of Supervisors.

Sincerely,


E. Joseph Savoie
President

SVC

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

FACILITIES PLANNING COMMITTEE

October 26, 2023

Item H.6. **University of Louisiana at Monroe's** request for approval to accept donations of the Malone Stadium field turf, Wally Jones short game practice facility, and the softball field turf from the University of Louisiana Monroe Facilities, Inc.

EXECUTIVE SUMMARY

The University of Louisiana at Monroe is requesting Board approval to accept the donations of the Malone Stadium football turf, Wally Jones short game practice facility turf area, and the softball field turf from University of Louisiana Monroe Facilities, Inc. The football and softball turf fields are the main playing surface for the respective sports. They are all located on the main campus of ULM. The golf short game facility is a 6,000-square-foot turf putting and chipping practice area with 8-hole locations. The University will incur no debt as a result of these projects. The artificial turf for all three projects is valued at \$1,039,766 (Malone turf \$602,560; Golf turf \$150,000; and softball turf \$287,206).

The Board had previously approved for the University to enter into a lease agreement with University of Louisiana Monroe Facilities, Inc., for these three projects and, upon completion, a donation would be made back to the University. A copy of the State of Louisiana Act of Donation forms between ULM and University of Louisiana Monroe Facilities, Inc. will be forwarded to Board staff and legal counsel upon execution of the donation.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request to accept donations of the Malone Stadium field football turf, Wally Jones short game practice facility turf area, and the softball field turf from University of Louisiana Monroe Facilities, Inc.*

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

***BE IT FURTHER RESOLVED,** that the President of University of Louisiana at Monroe or his or her designee is hereby designated and authorized to sign any and all documents related to the donation.*

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



Office of the President

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

October 3, 2023

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

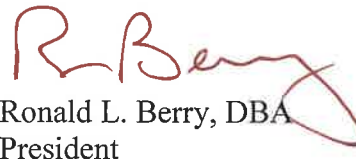
RE: University of Louisiana at Monroe (ULM)
Request Approval to Accept Donation
October 26, 2023 ULS Board Meeting

Dear Dr. Henderson:

I respectfully request approval to accept donations of the Malone Stadium field turf, Wally Jones short game practice facility turf, and the softball field turf from University of Louisiana Monroe Facilities, Inc. Please include ULM's request for approval on the October 26, 2023, ULS Board meeting agenda.

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

Sincerely,


Ronald L. Berry, DBA
President

cc: Dr. William Graves, ULM Vice President for Business Affairs
Michael Davis, ULM Director of Facilities and EHS
Bruce Janet, UL System Director of Internal and External Audit

#TAKEFLIGHT