

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

FACILITIES PLANNING COMMITTEE

June 22, 2023

- Item I.6.** **Nicholls State University’s** request for approval to name Room 152 in the Betsy Cheramie-Ayo Hall the “Mrs. Nirmala Yalamanchili Donepudi Auditorium” and Rooms 130 and 134 in the Betsy Cheramie-Ayo Hall the “Dr. Sarat K. Donepudi High-Fidelity Simulation Lab.”

EXECUTIVE SUMMARY

The University is requesting approval to name Room 152 in the Betsy Cheramie-Ayo Hall the “Mrs. Nirmala Yalamanchili Donepudi Auditorium” and Rooms 130 and 134 in the Betsy Cheramie-Ayo Hall the “Dr. Sarat K. Donepudi High-Fidelity Simulation Lab.” Dr. and Mrs. Donepudi made a substantial donation to the Nicholls State University Foundation. This gift will allow the University to use the donated residence for visiting professors and/or other individuals associated with Nicholls State University and for entertainment purposes of potential donors and alumni groups. At a later date, when the residence is sold, the proceeds from the sale will be used to create endowed scholarships for students enrolled in the College of Nursing.

If in the future the High-Fidelity Simulation Lab is relocated into another part of the Betsy Cheramie-Ayo Hall or into the new Nursing building, the naming rights in honor of Dr. Donepudi shall follow the High-Fidelity Simulation Lab. This naming right will commence with Board approval and continue 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 Nicholls State University’s request for approval to name Room 152 in the Betsy Cheramie-Ayo Hall the “Mrs. Nirmala Yalamanchili Donepudi Auditorium” and Rooms 130 and 134 in the Betsy Cheramie-Ayo Hall the “Dr. Sarat K. Donepudi High-Fidelity Simulation Lab.”



Nicholls State University

Office of the President

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

I.6.

June 1, 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 June 22, 2023 meeting of the Board of Supervisors for the University of Louisiana System:

Name Rooms 152, 130 & 134 in the Betsy Cheramie Ayo Hall as follows:

*“Mrs. Nirmala Yalamanchili Donepudi Auditorium”
and
“Dr. Sarat K. Donepudi High-Fidelity Simulation Lab”.*

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, Athletic Director
- Dr. Michele Caruso, Vice President for Student Affairs
- Dr. Todd Keller, Vice Provost
- Ms. Alison Hadaway, Director of Human Resources
- Ms. Paulette Mayon, Internal Auditor
- Ms. Claire Bourgeois, Faculty Senate President
- Ms. Renee Hicks, Assistant Vice President of Institutional Effectiveness Access & Success

Executive Summary Attachment A
Room 152



Executive Summary Attachment B
Room 130



Executive Summary Attachment C
Room 134



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

FACILITIES PLANNING COMMITTEE

June 22, 2023

Item I.7. **Northwestern State University's** request for approval to enter into a Ground and Facility Lease with the Demons Unlimited Foundation for interior renovations to Prather Coliseum, as authorized by La. R.S. 17:3361.

EXECUTIVE SUMMARY

The University is requesting approval to enter into a Ground and Facility Lease with the Demons Unlimited Foundation, a non-profit organization, for interior renovations to Prather Coliseum, as authorized by La. R.S. 17:3361. The lease consists of the building, Prather Coliseum, located at 220 S. Jefferson Street. The project cost is approximately \$90,000, and private funds have been raised to cover this expense. The approximate square footage of the room within Prather Coliseum to be leased is 924 square feet. The renovation will include painting, sheetrock, installation of lockers/flooring, electrical work, graphics work, and other related work. An asbestos check has been cleared by the NSU EHS office in which none is present. The warranty of the renovations will be executed in favor of Lessor at time of completion. Plans and specifications for improvements in the project must be approved by Lessor prior to installation.

The University will grant a 4-month period for completion of the project. Upon completion of the project, the Foundation will execute a donation to the University of the completed project. The lease will terminate on November 1, 2023, or upon completion of the construction of the new facilities.

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

RECOMMENDATION

It is recommended that the following resolution be adopted.

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

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

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

June 1, 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 Renovations to Prather Coliseum

Dear Dr. Henderson:

Northwestern State University is submitting a request for the attached *Lease Agreement with Demons Unlimited Foundation for Interior Renovations to Prather Coliseum* be placed on the agenda for approval at the June 2023 Board meeting.

Thank you for your consideration of this request.

Sincerely,

Dr. Marcus Jones
President

Attachment

GROUND LEASE

STATE OF LOUISIANA
PARISH OF NATCHITOCHES

KNOW ALL MEN BY THESE PRESENTS THAT:

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

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

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

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

WITNESSETH

ARTICLE 1 LEASE OF PROPERTY

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

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

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

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

1.4 Purpose. The primary purpose for which Tenant is leasing the Lease Property, and for which Lessor is granting this Lease, is for Tenant to perform renovations to Prather Coliseum, located at 220 South Jefferson Street on the campus of Northwestern State University, identified in Exhibit A, hereinafter the "Project, at an approximate cost of \$90,000. The approximate square footage of the room (121) to be leased is 924 sq feet. The renovation will include painting, sheetrock, installation of new lockers/flooring, electrical work, graphics, and other related work. An Asbestos check has been cleared by the NSU EHS office in which none

is present. The warranty of the renovations will be executed in favor of Lessor at time of completion. Plans and specifications for improvements in the Project must be approved by Lessor prior to installation.

**ARTICLE 2
TERM**

2.1 Term. The term of this Lease shall be for a period commencing on the date of June 22, 2023 execution and ending at midnight on the 1st day of November, 2023 or at such time as donation of improvements is executed whichever occurs first.

**ARTICLE 3
RENT**

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

**ARTICLE 4
WARRANTY**

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

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

**ARTICLE 5
UTILITIES**

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

**ARTICLE 6
MAINTENANCE AND REPAIRS**

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

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

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

**ARTICLE 7
IMPROVEMENTS**

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

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

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

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

**ARTICLE 8
INSURANCE**

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

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

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

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

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

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

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

ARTICLE 9 TAXES AND ASSESSMENTS

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

ARTICLE 10 INDEMNITY

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

**ARTICLE 11
ASSIGNMENT OR SUBLEASE**

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

**ARTICLE 12
DEFAULT**

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

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

**ARTICLE 13
NOTICES**

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

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

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

Notice deposited in the mail in the manner set forth above shall be effective, unless otherwise stated in this Lease, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. The parties hereto shall have the right to change their respective addresses

for the receipt of notices only upon giving of at least fifteen (15) days written notice to the other party by way of certified mail, return receipt requested.

**ARTICLE 14
SURRENDER OF POSSESSION**

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

**ARTICLE 15
SPECIFIC PERFORMANCE**

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

**ARTICLE 16
BINDING EFFECT**

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

**ARTICLE 17
GENDER**

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

**ARTICLE 18
SEVERABILITY**

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

**ARTICLE 19
EFFECTIVE DATE**

19.1 Effective Date. The effective date of this Lease, irrespective of the date of execution by Lessor or Tenant, shall be June 22, 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 _____ day of __, 2023.

WITNESSES:

DEMONS UNLIMITED
FOUNDATION

Mike Newton, President

NOTARY PUBLIC

Print Name:

Notary ID #

My Commission is: _____

WITNESSES:

NORTHWESTERN STATE UNIVERSITY

Dr. Marcus Jones, President

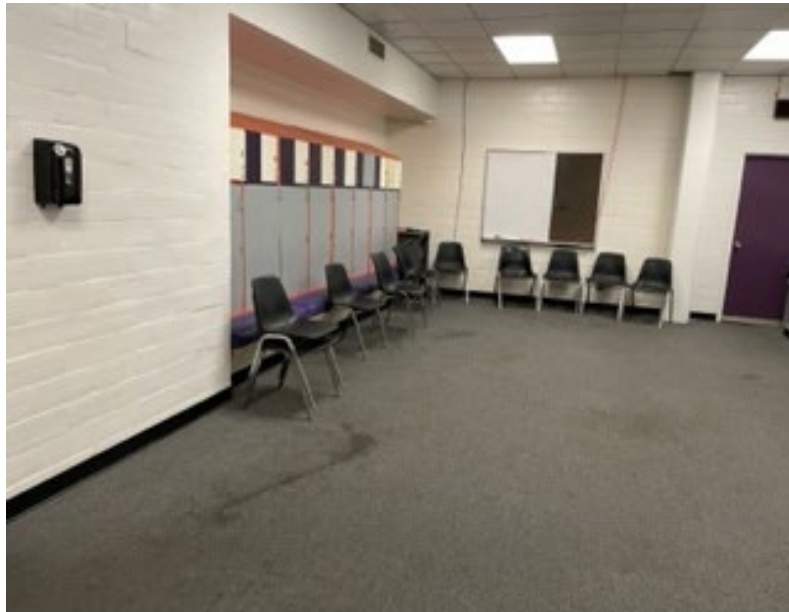
NOTARY PUBLIC

Print Name:

Notary ID #

My Commission is: _____

LEASE EXHIBIT A
NORTHWESTERN STATE UNIVERSITY
PRATHER COLISEUM
Renovation to interior room 121
Women's Volleyball Locker Room (924 sq.ft)
To include painting, flooring, lockers, restroom fixtures





**** EXHIBIT B ****

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

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

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

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

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

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

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

G. SUBCONTRACTORS

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

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

FACILITIES PLANNING COMMITTEE

June 22, 2023

- Item I.8.** **Northwestern State University's** request for approval to enter into a Ground and Facility Lease with the Demons Unlimited Foundation for renovations to the softball complex, specifically the hitting cage, as authorized by La. R.S. 17:3361.

EXECUTIVE SUMMARY

The University is requesting approval to enter into a Ground and Facility Lease with the Demons Unlimited Foundation, a non-profit organization, for renovations to the softball complex, specifically the hitting cage, as authorized by La. R.S. 17:3361, located at Caspari Street. The project cost is approximately \$98,000, and private funds have been raised to cover this expense. The approximate square footage of the space to be leased is 1,800 square feet and will result in an additional 925 square feet of pitching area, and enclose the total space. The renovation will include installation of metal exterior, manual roll up doors, HVAC, electrical work, concrete, and other related work. The warranty of the renovations will be executed in favor of Lessor at time of completion. Plans and specifications for improvements in the project must be approved by Lessor prior to installation.

The University will grant a 7-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 31, 2024, or upon completion of the construction of the new facilities.

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

RECOMMENDATION

It is recommended that the following resolution be adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University's request to enter into a Ground and Facility Lease with the Demons Unlimited Foundation for renovations to the softball complex, specifically the hitting cage, 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 and Facility Lease.

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



I.8.

NORTHWESTERN STATE

Office of the President

June 1, 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 Renovations to
Softball Complex

Dear Dr. Henderson:

Northwestern State University is submitting a request for the attached *Lease Agreement with Demons Unlimited Foundation for Renovations to Softball Complex* be placed on the agenda for approval at the June 2023 Board meeting.

Thank you for your consideration of this request.

Sincerely,

Dr. Marcus Jones
President

Attachment

Established
1884

GROUND LEASE

STATE OF LOUISIANA
PARISH OF NATCHITOCHEs

KNOW ALL MEN BY THESE PRESENTS THAT:

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

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

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

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

WITNESSETH

ARTICLE 1 LEASE OF PROPERTY

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

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

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

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

1.4 Purpose. The primary purpose for which Tenant is leasing the Lease Property, and for which Lessor is granting this Lease, is for Tenant to perform renovations to NSU Softball complex, specifically, the hitting cage, located at Caspari Street on the campus of Northwestern State University, identified in Exhibit A & B, hereinafter the "Project, at an approximate cost of \$98,000. The approximate square footage of the space to be leased is 1800 sq feet. The renovation will add 925sq ft of pitching space and enclose the total space. This will include installation of metal exterior, manual roll up doors, HVAC, electrical work,

concrete, and other related work. The warranty of the renovations will be executed in favor of Lessor at time of completion. Plans and specifications for improvements in the project must be approved by Lessor prior to installation.

**ARTICLE 2
TERM**

2.1 Term. The term of this Lease shall be for a period commencing on the date of June 22, 2023 execution and ending at midnight on the 31st 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, at all times, have access to the Leased Property for the exercise of all rights as Owner not specifically leased hereunder.

**ARTICLE 5
UTILITIES**

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

**ARTICLE 6
MAINTENANCE AND REPAIRS**

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

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

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

ARTICLE 7 IMPROVEMENTS

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

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

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

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

ARTICLE 8 INSURANCE

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

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

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

Commercial General Liability coverage ("occurrence" form CG 0001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

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

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

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

ARTICLE 9 TAXES AND ASSESSMENTS

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

ARTICLE 10 INDEMNITY

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

**ARTICLE 11
ASSIGNMENT OR SUBLEASE**

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

**ARTICLE 12
DEFAULT**

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

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

**ARTICLE 13
NOTICES**

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

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

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

Notice deposited in the mail in the manner set forth above shall be effective, unless otherwise stated in this Lease, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the

party to be notified. The parties hereto shall have the right to change their respective addresses for the receipt of notices only upon giving of at least fifteen (15) days written notice to the other party by way of certified mail, return receipt requested.

**ARTICLE 14
SURRENDER OF POSSESSION**

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

**ARTICLE 15
SPECIFIC PERFORMANCE**

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

**ARTICLE 16
BINDING EFFECT**

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

**ARTICLE 17
GENDER**

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

**ARTICLE 18
SEVERABILITY**

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

**ARTICLE 19
EFFECTIVE DATE**

19.1 Effective Date. The effective date of this Lease, irrespective of the date of execution by Lessor or Tenant, shall be June 22, 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 1st day of June, 2023.

WITNESSES:

DEMONS UNLIMITED
FOUNDATION

Mike Newton, President

NOTARY PUBLIC

Print Name:

Notary ID #

My Commission is: _____

WITNESSES:

NORTHWESTERN STATE UNIVERSITY

Dr. Marcus Jones, President

NOTARY PUBLIC

Print Name:

Notary ID #

My Commission is: _____

LEASE EXHIBIT A
NORTHWESTERN STATE UNIVERSITY
NSU SOFTBALL COMPLEX
Renovation to NSU Softball Hitting Cage
To include Wall Enclosure, HVAC, sidewalks, and adding 925sq ft





**** EXHIBIT B ****

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

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

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

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

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

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

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

G. SUBCONTRACTORS

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

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

FACILITIES PLANNING COMMITTEE

June 22, 2023

- Item I.9.** **University of Louisiana at Lafayette’s** request to proceed with a self-funded project through Facility Planning and Control for the “Building 60 Cage Wash and Non-Human Primate Housing Facility” to be located on the New Iberia Research Center campus.

EXECUTIVE SUMMARY

University of Louisiana at Lafayette’s New Iberia Research Center (ULL/NIRC) intends to self-fund a project to build a “Building 60 Cage Wash and Non-Human Primate Housing Facility.” The Available Funds for Construction (AFC) of the project are budgeted to be \$4,722,200.

ULL/NIRC plans to build a new concrete block and metal building of approximately 14,000 square feet including a Non-Human Primate (NHP) Cage Washing equipment and area, NHP housing space, and the appropriate service and storage areas. It will be built next to the current NIRC Building 54B.

The University is required to get approvals from the ULS Board of Supervisors, the Louisiana Board of Regents, Facility Planning and Control on its own behalf, and the Louisiana Joint Legislative Committee of the Budget to complete the project. The University will separately seek approval from these entities and provide copies to the ULS Board Staff when approvals have been granted.

Working in collaboration with Facility Planning and Control, the University intends to use the Architect Selection Board to assign an architect to the project and have Facility Planning and Control manage and oversee the project.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette’s request to proceed with a self-funded project through Facility Planning and Control for the “Building 60 Cage Wash and Non-Human Primate Housing Facility” to be located on the New Iberia Research Center campus.

BE IT FURTHER RESOLVED, that prior to execution of final documents University of Louisiana at Lafayette shall: (a) Provide evidence to UL System staff and legal counsel from agencies/parties with transaction process oversight that all transactional and administrative requirements have been satisfied; (b) Obtain final review and approval from UL System staff; and (c) Obtain approval from legal counsel that all necessary actions and approvals have been obtained and that documents are in appropriate order for execution.

BE IT FURTHER RESOLVED, that the President of University of Louisiana at Lafayette and his or her designee is hereby designated and authorized to execute any and all documents necessary to manage the project.

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



June 1, 2023

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 to proceed with a self-funded project through Facility Planning and Control for the “Building 60 Cage Wash and Non-Human Primate Housing Facility” to be located on the New Iberia Research Center campus.

The University of Louisiana at Lafayette’s New Iberia Research Center (ULL/NIRC) intends to self-fund a project to build a “Building 60 Cage Wash and Non-Human Primate Housing Facility.” The Available Funds for Construction (AFC) of the project is budgeted to be \$4,722,200.00. ULL/NIRC plans to build a new concrete block and metal building of approximately 14,000 square feet including a Non-Human Primate (NHP) Cage Washing equipment and area, NHP housing space and the appropriate service and storage areas. It will be built next to the current NIRC Building 54B.

The University is required to get approvals from the UL System Board of Supervisors, the Louisiana Board of Regents, Facility Planning and Control on its own behalf, and the Louisiana Joint Legislative Committee of the Budget to complete the project. The University will separately seek approval from these entities and provide copies to the UL System Board Staff when approvals have been granted.

Working in collaboration with Facility Planning and Control, the University intends to use the Architect Selection Board to assign an architect to the project and have Facility Planning and Control manage and oversee the project.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'E. Savoie', written over a blue line.

E. Joseph Savoie
President

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

FACILITIES PLANNING COMMITTEE

June 22, 2023

- Item I.10.** **University of Louisiana at Lafayette’s** request for approval to enter into a twelve-month extension of the Second Amendment to the Second Intergovernmental Contract regarding control and operation of the Cajundome with the Lafayette City-Parish Consolidated Government.

EXECUTIVE SUMMARY

The University and the City of Lafayette (now the Lafayette City-Parish Consolidated Government [“City”]) entered into an Intergovernmental Contract dated September 23, 1987, as amended March 5, 1992, concerning the control and operation of the Cajundome, in accordance with Act 230 of the 1979 Regular Session of the Louisiana Legislature. The Intergovernmental Contract set forth the University’s and the City’s responsibilities regarding control and operation of the Cajundome, and established the Cajundome Commission in accordance with La. R.S. 33:1332 to administer the terms of the Intergovernmental Contract and the Cajundome.

The University and the City subsequently entered into a Second Intergovernmental Contract dated September 23, 2012 concerning the control and operation of the Cajundome, which replaced and superseded the original Intergovernmental Contract. The Second Intergovernmental Contract restated the University’s and the City’s commitment to continue to provide for better management and development of the Cajundome arena, convention center, and future facilities, consistent with certain objectives stated therein. The University and the City entered into a Renewal of Term of Intergovernmental Contract, whereby the Second Intergovernmental Contract was renewed for an additional five-year term, expiring on October 31, 2022. The City approved the extension on their end at the October 18, 2022 Council meeting.

The University and the City entered into a First Amendment to Second Intergovernmental Contract for the purpose of extending the term of the Second Intergovernmental Contract for six months until April 30, 2023, to allow the additional time necessary to consider and address potential modifications to the Second Intergovernmental Contract to further improve management and development of the Cajundome arena and convention center, which would take additional time beyond the October 31, 2022 expiration date. The University and the City entered into a Second Amendment to Second Intergovernmental Contract for the purpose of extending the term of the Second Intergovernmental Contract for three months until July 31, 2023, to allow the additional time necessary to consider and address potential modifications to the Second Intergovernmental Contract. The City approved the extension on their end at the Council meeting on April 18, 2023.

To provide for additional time necessary to complete the foregoing, the University is seeking approval to enter into a Third Amendment to Second Intergovernmental Contract with the City for the purpose of extending the term of the Second Intergovernmental Contract for an additional twelve months, until July 31, 2024. The City anticipates the introduction of the ordinance on June 20 with final adoption to occur on July 11, 2023.

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 enter into a twelve-month extension of the Second Amendment to the Second Intergovernmental Contract regarding control and operation of the Cajundome with the Lafayette City-Parish Consolidated Government.*

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

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

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



June 1, 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 permission for the University to enter into and execute a Third Amendment to Second Intergovernmental Contract for the purpose of extending the term of the First Amendment to Second Intergovernmental Contract for twelve (12) months, until July 31, 2024.

The University and the Lafayette City-Parish Consolidated Government as successor to the City of Lafayette ("City") are parties to a Second Intergovernmental Contract concerning the control and operations of the Cajundome arena and convention center. The Second Intergovernmental Contract expired on October 31, 2022.


The University and the City entered into a First Amendment to Second Intergovernmental Contract for the purpose of extending the term of the Second Intergovernmental Contract for six (6) months, until April 30, 2023. The parties entered into a Second Amendment for the purpose of extending the term for an additional three (3) months, until July 31, 2023.

The University and the City desire to enter into this Third Amendment to Second Intergovernmental Contract for the purpose of extending the term of the Second Intergovernmental Contract, as amended by the Second Amendment to Second Intergovernmental Contract, for twelve (12) months, until July 31, 2024, while the parties work on the issues related to the Cajundome.

To provide the additional time necessary to complete the foregoing, the University is seeking approval to enter into a Third Amendment to Second Intergovernmental Contract with the City for the purpose of extending the term of the Second Intergovernmental Contract for an additional twelve (12) months, until July 31, 2024.

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

Sincerely,


E. Joseph Savoie
President

svc
Attachment

STATE OF LOUISIANA

PARISH OF LAFAYETTE

**THIRD AMENDMENT TO
SECOND INTERGOVERNMENTAL CONTRACT**

BE IT KNOWN, that, on the dates hereinafter set forth, before us, the undersigned authorities, Notaries Public, in and for the aforesaid Parish and State, duly commissioned and qualified as such and in the presence of the undersigned competent witnesses, respectfully came and appeared:

THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE, herein represented by its President, Dr. E. Joseph Savoie, in accordance with the authority granted pursuant to Act 230 of the 1979 Regular Session of the Louisiana Legislature, which is incorporated herein by reference thereto ("UL Lafayette"),

THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT, herein represented by its Mayor-President, Joshua S. Guillory, in accordance with Ordinance No. CO- _____ - 2023 of the Lafayette City Council, duly adopted on the ___ day of _____, 2023, which is incorporated herein by reference thereto ("City"),

who declared:

WHEREAS, UL Lafayette and the City entered into an Intergovernmental Contract dated September 23, 1987, as amended March 5, 1992, concerning the control and operations of the Cajundome, in accordance with Act 230 of the 1979 Regular Session of the Louisiana Legislature (the "First Intergovernmental Contract"); and

WHEREAS, UL Lafayette and the City entered into a subsequent Second Intergovernmental Contract dated September 23, 2012, concerning the control and operations of the Cajundome, which replaced and superseded the First Intergovernmental Contract (the "Second Intergovernmental Contract"); and

WHEREAS, UL Lafayette and the City entered into a Renewal of Term of Governmental Contract, whereby the Second Intergovernmental Contract was renewed for an additional five-year term, expiring on October 31, 2022; and

WHEREAS, UL Lafayette and the City entered into a First Amendment to Second Intergovernmental Contract for the purpose of extending the term of the Second Intergovernmental Contract for six (6) months, until April 30, 2023; and

WHEREAS, UL Lafayette and the City entered into a Second Amendment to Second Intergovernmental Contract for the purpose of extending the term of the Second Intergovernmental Contract for three (3) months, until July 31, 2023; and

WHEREAS, the parties desire to enter into this Third Amendment to Second Intergovernmental Contract for the purpose of extending the term of the Second Intergovernmental Contract, as amended by the First Amendment to Second Intergovernmental Contract and the Second Amendment to Second Intergovernmental Contract, for twelve (12) months, until July 31, 2024, while the parties work on a new Intergovernmental Contract related to the Cajundome.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, UL Lafayette and the City do hereby agree to amend the Second Intergovernmental Contract upon the following terms and conditions:

I.

The text of Section XXII is hereby deleted and substituted with the following:

The parties hereby agree that this Second Intergovernmental Contract shall be effective as of September 23, 2012 (the “Effective Date”) and, unless otherwise provided herein, shall supersede all other agreements by and between the parties concerning the Cajundome. The term of the Second Intergovernmental Contract shall continue from the Effective Date until July 31, 2024, unless otherwise terminated in accordance with this Second Governmental Contract.

II.

Except as specifically modified herein, all other terms, covenants, and conditions of the Second Intergovernmental Contract shall continue in full force and effect.

III.

The Cajundome Commission hereby intervenes and joins in, to the extent necessary, and hereby consents and agrees to this Third Amendment to Second Intergovernmental Contract and to all the terms and conditions as set forth herein.

[Intentionally left blank – Signatures on following pages]

THUS DONE AND PASSED on the ____ day of _____, 2023, at the Parish of Lafayette, State of Louisiana, the undersigned party having affixed its signature in the presence of me, Notary, and the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

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

(Witness - SIGN)

BY: _____
Dr. E. Joseph Savoie
President

(Witness - PRINT)

(Witness - SIGN)

(Witness - PRINT)

NOTARY PUBLIC

(Print)

Bar Roll/Notary ID No. _____

THUS DONE AND PASSED on the ___ day of _____, 2023, at the Parish of Lafayette, State of Louisiana, the undersigned party having affixed its signature in the presence of me, Notary, and the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

THE CITY OF LAFAYETTE

(Witness - SIGN)

BY: _____
Joshua S. Guillory
Lafayette Mayor-President

(Witness - PRINT)

(Witness - SIGN)

(Witness - PRINT)

NOTARY PUBLIC

(Print)

Bar Roll/Notary ID No. _____

THUS DONE AND PASSED on the ___ day of _____, 2023, at the Parish of Lafayette, State of Louisiana, the undersigned party having affixed its signature in the presence of me, Notary, and the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

THE CAJUNDOME COMMISSION

(Witness - SIGN)

BY: _____

Dr. DeWayne Bowie
Chairman

(Witness - PRINT)

(Witness - SIGN)

(Witness - PRINT)

NOTARY PUBLIC

(Print)

Bar Roll/Notary ID No. _____

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

FACILITIES PLANNING COMMITTEE

June 22, 2023

- Item I.11.** University of Louisiana at Lafayette’s request for approval to name a large classroom in the new student-centered engineering building the “Atchafalaya Chapter of the American Petroleum Institute Classroom.”

EXECUTIVE SUMMARY

The University is requesting approval to name a large classroom in the new student-centered engineering building the “Atchafalaya Chapter of the American Petroleum Institute Classroom.” Founded in 1956, the Atchafalaya Chapter of the American Petroleum Institute (API) has remained an organized chapter for 65 years. An avid supporter of the oil and gas industry, the organization hosted programs in Morgan City, Louisiana which featured executives from many major oil companies. These programs drew interest from all sectors of the Tri City area (Morgan City, Berwick, and Patterson) and proved enlightening on the many aspects of drilling and exploration.

API has provided over one million dollars in scholarship support to students throughout Louisiana, including many who elected to attend the University of Louisiana at Lafayette in pursuit of a petroleum engineering degree. Upon the recent decision to dissolve the API chapter, the organization wishes to support UL Lafayette and has agreed to a generous gift of \$330,000 for the philanthropic naming of a large classroom for a 10-year term. The classroom will be in the new student-centered engineering building that will house the Engineering Center of Excellence (ECO) on the University’s main campus.

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 a large classroom in the new student-centered engineering building the “Atchafalaya Chapter of the American Petroleum Institute Classroom.”*



June 1, 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 consideration and approval:

Atchafalaya Chapter of the American Petroleum Institute Classroom

Founded in 1956, the Atchafalaya Chapter of the American Petroleum Institute (API) has remained in existence for 65 years. API has provided over one million dollars in scholarship support to students throughout Louisiana, including many who elected to attend the University of Louisiana at Lafayette in pursuit of a petroleum engineering degree. The local API chapter has recently decided to close and agreed to a generous gift of \$330,000 for the philanthropic naming of a large classroom for a 10-year term.

The classroom will be in the new student-centered engineering building that will house the Engineering Center of Excellence (ECO) on the University's main campus.

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

Sincerely,

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

E. Joseph Savoie
President

svc

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

FACILITIES PLANNING COMMITTEE

June 22, 2023

Item I.12. University of Louisiana at Lafayette’s request for approval for Transfer of Lease and Lease Assignment, effective June 21, 2023.

EXECUTIVE SUMMARY

The University is requesting the approval of the following Transfer of Lease and Lease Assignment pertaining to Agreement and Act of Lease (referred to as the “Lease” herein) executed on July 18, 1980:

- A Lease was executed on July 18, 1980, filed in the land records of the Parish of Lafayette, State of Louisiana, File No. 80-016079, between the University of Southwestern Louisiana, now known as the University of Louisiana at Lafayette, and the Phi Nu Chapter House Corporation of Delta Delta Delta (the “Lessee”).
- The Lease and its subject property was granted and accepted for a term of 99 years, commencing August 1, 1980 and is still currently in effect.
- Paragraph Number 6 of the Lease provides, “This lease shall not be transferable by sale, assignment or otherwise, and the property so leased shall not be sublet without written approval and consent of the University.”
- Lessee desires to transfer its interest in the property from the current house corporation (i.e., Lessee) to an LLC [i.e., Delta Delta Delta NHC – University of Louisiana at Lafayette (Phi Nu Chapter) LLC (hereafter, “LLC”)]. The Lessee and LLC are both entities under the Tri Delta umbrella. Assignment allows for Tri Delta to reshuffle what type of entity has ownership of the property internally.
- University desires to consent and approve of such transfer from Lessee to LLC pursuant to the execution of the Transfer of Lease and Lease Assignment.

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 of the Transfer of Lease and Lease Assignment, effective June 21, 2023.*

Executive Summary

June 22, 2023

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BE IT FURTHER RESOLVED, that the President of the University of Louisiana at Lafayette and his or her designee are hereby designated and authorized to execute any and all documents associated with said Transfer.

AND FURTHER, that the University of Louisiana at Lafayette will provide System office with copies of approvals.



June 1, 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:

The University is requesting approval of the University Approval for Transfer of Lease and Lease Assignment, effective June 21, 2023, pertaining to Agreement and Act of Lease (referred to as the "Lease" herein) executed on July 18, 1980.

A Lease was executed on July 18, 1980, filed in the land records of the Parish of Lafayette, State of Louisiana, File No. 80-016079, between the University of Southwestern Louisiana, now known as the University of Louisiana at Lafayette, and the Phi Nu Chapter House Corporation of Delta Delta Delta (the "Lessee"). The Lease and its subject property was granted and accepted for a term of 99 years, commencing August 1, 1980 and is still currently in effect.

Paragraph Number 6 of the Lease provides, "This lease shall not be transferable by sale, assignment or otherwise, and the property so leased shall not be sublet without written approval and consent of the University." Lessee desires to transfer its interest in the property from the current house corporation (i.e., Lessee) to an LLC [i.e., Delta Delta Delta NHC – University of Louisiana at Lafayette (Phi Nu Chapter) LLC (hereafter, "LLC")]. The Lessee and LLC are both entities under the Tri Delta umbrella. Assignment allows for Tri Delta to reshuffle what type of entity has ownership of the property internally.

The University desires to consent and approve of such transfer from Lessee to LLC pursuant to the execution of the Transfer of Lease and Lease Assignment.

Please place this item on the agenda for the June 2023 meeting of the Board of Supervisors. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Savoie", written over a large blue checkmark.

E. Joseph Savoie
President

svc
Attachment

UNIVERSITY APPROVAL FOR TRANSFER OF LEASE AND LEASE ASSIGNMENT

WHEREAS, an Agreement and Act of Lease (referred to as the "Lease" herein) was executed on July 18th, 1980, filed in the land records of the Parish of Lafayette, state of Louisiana, File No. 80-016079, between the University of Southwestern Louisiana, now known as the University of Louisiana at Lafayette, represented by the Board of Supervisors for the University of Louisiana System, a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the University of Louisiana at Lafayette (the "University"), represented herein by Dr. E. Joseph Savoie, President of the University, and the Phi Nu Chapter House Corporation of Delta Delta Delta (the "Lessee").

WHEREAS, the Lease and it's subject property, fully described on attached Exhibit "A", street address 106 Agnes Roth Lane, Lafayette, Louisiana, 70506 was granted and accepted for a term of ninety-nine (99) years, commencing August 1st, 1980 and is still currently in effect.

WHEREAS, Paragraph #6 of the Lease provides, "This lease shall not be transferable by sale, assignment or otherwise, and the property so leased shall not be sublet without written approval and consent of the University."

WHEREAS, Lessee desires to transfer its interest in the property to Delta Delta Delta NHC – University of Louisiana at Lafayette (Phi Nu Chapter) LLC, an Oklahoma limited liability Company (hereafter, "LLC").

WHEREAS, the University consents and approves of such transfer.

NOW, THEREFORE, BE IT RESOLVED, in order to satisfy the requirement of authorization and written approval on the Lease described above, that the Board of Supervisors for the University of Louisiana System, a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the University of Louisiana at Lafayette, represented by Dr. E. Joseph Savoie, President of the University, consents and approves the transfer of Lessee's interest in the property located at 106 Agnes Roth Lane, Lafayette, Louisiana, 70506, full legal description found on attached Exhibit "A", to Delta Delta Delta NHC – University of Louisiana at Lafayette (Phi Nu Chapter) LLC.

IN WITNESS WHEREOF, Dr. E. Joseph Savoie, President of the University of Louisiana at Lafayette, has executed this written Approval and Lease Assignment on behalf of the Board of Supervisors for the University of Louisiana System, a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the University of Louisiana at Lafayette, formerly known as the University of Southwestern Louisiana on the date set forth below.

Dated: _____

DR. E. JOSEPH SAVOIE, PRESIDENT

EXHIBIT 1
LEASE AGREEMENT DATED JULY 18, 1980

FILE NO.

STATE OF LOUISIANA 8 54
PARISH OF LAFAYETTE

80-016079

THIS AGREEMENT AND ACT OF LEASE dated the 18 day of July

19 80, made and entered by and between:

UNIVERSITY OF SOUTHWESTERN LOUISIANA, a public institution of higher learning organized and existing under the constitution and laws of the State of Louisiana, domiciled in the Parish of Lafayette, said state, herein appearing through and represented by Ray P. Authement, President of the University of Southwestern Louisiana, hereunto duly authorized by action of the Board of Trustees for State Colleges and Universities adopted on the 19th day of October, 1979, a copy of which is annexed hereto and made a part hereof, as Lessor, sometimes hereinafter known and designated as "University,"

and PHI NU CHAPTER HOUSE CORPORATION OF DELTA DELTA DELTA

a Louisiana corporation domiciled in the City of Lafayette, Parish of Lafayette, said state, herein appearing through and represented by Katheryne Gerami Tolson, its secretary hereunto duly authorized by a resolution of the board of directors of said corporation, a certified copy of which is annexed hereto and made a part hereof, as Lessee, sometimes hereinafter known and designated as "Sorority,"

WITNESSETH:

1. The University, under and in conformity with the laws of the State of Louisiana, and particularly LA. R.S. 17:3361, has leased, let and rented and does by these presents hereby lease, let and rent unto the Sorority; and the Sorority has hired and taken, and does by these presents hereby hire and take from the University the following described property, to wit:

that property bordering Souvenir Gate, a street in the City of Lafayette, and Coliseum Road, a private road on the U.S.L. farm property, located in Section 64, T 9S - R 4E. The demised premises include the shared use with other sororities of the common area and the exclusive use of Plot "D".

Lot dimensions

The common area can be described as beginning at a point 30.0' from the center line of Souvenir Gate designated by a marker stake on the easterly most boundary of the property, on a bearing S34° 52' 30"E for a distance of 490.0', then follow a bearing S58° 41'W for a distance of 311.06', turning on a bearing N22° 56'W for a distance of 208.05', then turning on a bearing N11° 00'W following a distance of 181.0', turning to a bearing S55° 08'W following a distance of 165.0', then turning to a bearing N34° 53'W and following a distance of 130.0' to a point then turning to a bearing N58° 20'E going a distance of 30.05' to the starting point having closed the plat containing approximately 2.261 acres.

Plot "D," to house a building for Delta, Delta, Delta, can be described as bordered by Plot "C" to the north, common ground on the easterly side, Plot "E" to the south, and Coliseum Road on the northwesterly boundary. Commencing at a point offset from the center line of Coliseum Road approximately 30.0' on a point common to Plot "C" on a bearing S70° 52'E following a distance of 134.55', turning to a bearing of S11° 00'E following a distance of 84.0', then turning on a bearing S22° 56'E following a distance for 32.0', turning to a bearing N70° 52'W following a distance of 142.19', turning to a bearing N11° 00'W following a distance of 111.52' to the point of origin. Plot "D" contains approximately 0.300 acres of surface area.

The preceding plots were described from a plat of survey by Richard A. Dupuis, LA. Reg. No. 1320, 29 March 1980, Section 64, T 9S - R 4E.

2. This lease is granted and accepted for a term of ninety-nine (99) years, commencing on the 1st day of August, 1980, and the rental shall be Ten Dollars (\$10.00) per year, payable in advance, the first installment being due and payable upon the execution of this lease, and one installment being due and payable annually thereafter on the 1st day of August of each successive year until all are paid.

3. The Sorority agrees and binds and obligates itself as follows:

- (a) To erect on the property herein leased a house to cost not less than \$70,000.00 and not more than \$85,000.00 which sums shall include all construction costs and particularly include architect's fees and any donation or gifts in kind of lumber or materials used in any such construction, but not costs of grounds, lot improvement and house furnishings.
- (b) The architectural plans and specifications for the said house shall be prepared by a reputable architect and shall be approved by the president of the University and by its Campus Planning Committee and by the Coordinator of Physical Plants for the Board of Trustees for State Colleges and Universities. Construction shall be in accordance with the specifications submitted by Attakapas, Inc., Architect, which have been approved by the University and are attached as Exhibit I of this lease document.
- (c) Failure on the part of the Sorority to commence in good faith the erection and construction of the said house on the leased premises within six (6) months from the date of this lease shall terminate the same, and in such event the Sorority shall forfeit all its rights under this lease.
- (d) The location of any buildings on the leased premises shall be approved in writing by the Campus Planning Committee of the University before any construction is commenced thereon.
- (e) The president of the University shall finally determine whether the plans, specifications and other contractual obligations assumed by the builder of the said house or by the Sorority in connection therewith have been complied with.
- (f) The grounds so leased shall be landscaped and maintained in conformity with the general plans adopted by the University for the beautification of the campus.
- (g) To pay property taxes assessed on the improvements to be constructed on University land.
- (h) To maintain the parking lot on the demised premises.
- (i) To maintain the exterior appearance of the Sorority house in a clean and neat manner.
- (j) To pay all electrical, gas, and water bills as they come due.

- (k) To maintain during the term of this lease, at lessee's expense, insurance in solvent companies, doing business in the State of Louisiana, in the joint names of Lessor and Lessee against:
- (i) Fire and extended coverage to the full insurable replacement value of the building;
 - (ii) O.L. & T. Liability in the amount of not less than \$300,000/\$1,000,000. The owners, landlords and tenant liability insurance shall provide coverage of \$300,000 per person and \$1,000,000 per occurrence for personal liability and \$50,000 property damage. Lessee shall name Lessor a co-insured under all policies. Lessor shall be furnished an authenticated copy of said policy.

4. The University of Southwestern Louisiana agrees and binds and obligates itself as follows:

- (a) To maintain roads and median surfacing on the demised premises.
- (b) To provide street lighting adequate for the safety of the Sorority houses on the University property.
- (c) To provide and maintain adequate exterior lighting for the safety and appearance of the Sorority housing area.
- (d) To provide shuttle bus service from the vicinity of the Sorority houses to the main campus.

5. The President of the University or his designee shall have the power and authority to make such reasonable rules, regulations and requirements relative to the conduct and activities of people in said house on the leased premises as to preserve University property and to protect the health, safety, and well-being of such persons in the house and to change or alter such rules, regulations and requirements. The regulations pertaining to the conduct and social activities of people in the house, adopted by the University of Southwestern Louisiana, are attached as Exhibit II of this lease agreement. The failure on the part of the Sorority to conform to such rules, regulations and requirements shall cause this lease to immediately terminate, and in such event the University shall have the right (but shall not be obligated) to remove any buildings on said leased premises.

6. This lease shall not be transferable by sale, assignment or otherwise, and the property so leased shall not be sublet without written approval and consent of the University.

IN TESTIMONY WHEREOF, the parties have hereunto executed these presents in triplicate originals at Lafayette, Louisiana, on the day, month and year first above written.

WITNESSES:

UNIVERSITY OF SOUTHWESTERN LOUISIANA

/s/ Ovey Hargrave

By /s/ Ray P. Authement

/s/ Mary Olive McPhaul

Ray P. Authement

/s/ Ovey Hargrave

Phi Nu Chapter House Corporation
of Delta Delta Delta

/s/ Mary Olive McPhaul

By /s/ Katheryne Gerami Tolson
Katheryne Gerami Tolson, Secretary

/s/ Margaret M. Ritchey
Notary Public

REGULATIONS FOR USE OF SORORITY HOUSES

1. Each sorority shall be responsible for seeing that the lodge is open in the morning and is locked at night.
2. Sororities must have lodges locked at 9:30 p.m. Monday through Friday unless given special permission by the office of the Dean of Students.
3. Any activities scheduled for the weekend must be listed with the Dean of Students Office.
4. University Police will have a key to each lodge and will use that key only for emergency situations.
5. If a lodge is open in the evening hours, there should be at least two members present.
6. Hours in which male guests may visit the lodge shall be determined by the Panhellenic Council.
7. University Police will be asked to patrol the area at regular and frequent intervals during the night time hours.
8. Parking policies in the lodge area must be in compliance with University parking regulations.
9. Sorority women are held responsible for abiding by University regulations as listed in the Student Code of Conduct.
10. Sororities are expected to keep the lodge in good repair and maintain lawn area around each house.
11. Each sorority will abide by campus and city fire regulations.
12. The University in conjunction with the Panhellenic Council reserves the right to make revisions of these regulations as the need arises.