Item I.1. University of Louisiana at Lafayette’s request for approval of an amended Affiliation Agreement with the University of Louisiana at Lafayette Foundation.

EXECUTIVE SUMMARY

The Board of Supervisors for the University of Louisiana System Policy and Procedures Memorandum FB-IV.(4a) requires an agreement or memorandum of understanding between the System or university and any non-profit 501(c)3 organization that wishes to be affiliated with the System or university. Each affiliated organization must be under the management and control of a separate board of directors elected by the contributing members or shareholders of the corporation.

The University requests to amend its current affiliation agreement with the University of Louisiana at Lafayette Foundation. The agreement would be amended as follows:

The “Disbursements” section on page 9 of the Affiliation Agreement is being amended so as to more accurately describe the Foundation’s responsibilities for disbursement made at the request of the University.

Section 3 under the heading “University Responsibilities” on page 11 is being amended to ensure that the University causes such affiliated entities, agents, contractors, and subcontractors to use such Foundation funds in accordance with the terms and conditions imposed by testators and donors, within the limits of the law.

Miscellaneous Section under the heading “indemnification by the University” on page 16 is being amend to more accurately describe the limitations of indemnification as provided in LSA R.S. 28:2195.

With the exception of the three sections noted above, the Affiliation Agreement will remain unchanged.

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 amend its affiliation agreement with the University of Louisiana at Lafayette Foundation.
BE IT FURTHER RESOLVED, that Dr. E. Joseph Savoie, President of the University of Louisiana at Lafayette, is hereby designated and authorized to execute any and all documents necessary to execute this agreement.

AND FURTHER, that the University of Louisiana at Lafayette will provide the UL System Office with copies of all final executed documents for UL System and Board Files.
April 4, 2024

Mr. Richard J. “Rick” Gallot, Jr., J.D.
President and CEO
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear President Gallot:

This is the University of Louisiana at Lafayette’s request for approval of amended Affiliation Agreement with the University of Louisiana at Lafayette Foundation (“Foundation”), effective April 25, 2024.

Pursuant to Board of Supervisors Policy on University Foundations and other Affiliate Organizations FB-IV. (4)a, the University is seeking approval of the proposed amendments to the Affiliation Agreement with the University of Louisiana at Lafayette Foundation, dated May 16, 2018:

- The “Disbursements” section on page 9 of the Affiliation Agreement is being amended so as to more accurately describe the Foundation’s responsibilities for disbursements made at the request of the University.

- Section 3 under the heading “University Responsibilities” on page 11 is being amended to ensure that the University causes such affiliated entities, agents, contractors, and sub-contractors to use such Foundation funds in accordance with the terms and conditions imposed by testators and donors, within the limits of the law.

- Miscellaneous Section under the heading “Indemnification by the University” on page 16 is being amended to more accurately describe the limitations of indemnification as provided in LSA R.S. 38:2195.

With the exception of the three sections noted in this amendment to Affiliation Agreement, all other terms and provisions of the Affiliation Agreement remain unchanged and in full force and effect.

Please place this item on the agenda for the April 2024 meeting of the Board of Supervisors.

Sincerely,

[Signature]

E. Joseph Savoie
President

svc
Attachment
FIRST AMENDMENT TO AFFILIATION AGREEMENT

THIS FIRST AMENDMENT TO AFFILIATION AGREEMENT (this “Amendment”) is made effective this ___ day of __________, 2024 (the “Effective Date”) by and between University of Louisiana at Lafayette (the “University”) and University of Louisiana at Lafayette Foundation, a Louisiana nonprofit corporation (the “Foundation”).

WITNESSETH

WHEREAS, the University and the Foundation previously entered into that certain Affiliation Agreement dated May 16, 2018 (the “Affiliation Agreement”); and

WHEREAS, the University and the Foundation desire to amend the Affiliation Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises, mutual covenants and promises hereinafter set forth, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment to Disbursements Section. The section under the heading “Disbursements” shall be deleted in its entirety and replaced with the following:

   The Foundation should provide services in such a manner that donors and prospects trust that their wishes will be respected regarding the use of their funds and their gifts will be used in the best interest of the University. All disbursements shall be made in accordance with donor intent, to the extent known, in conformity with the written provisions of any instrument governing disposition of the funds, and as provided in any policies and arrangements mutually determined by the University and the Foundation and in compliance with federal and state law. All requests by the University for funds from the Foundation for the University (such request called a “warrant”) must be approved by the President of the University and submitted to the Foundation in writing and with reasonable notice. Any request for funds by the University shall be made using a form agreed upon by the University and the Foundation.

2. Amendment to University Responsibilities Section. Section 3 under the heading “University Responsibilities” and the subheading “General” shall be deleted in its entirety and replaced with the following:

   The University shall use and shall cause its other affiliated entities, agents, contractors, and sub-contractors, if and as applicable, to use such funds in
accordance with the terms and conditions as may be imposed by testators and donors, within the limits of the law.

3. **Amendment to Indemnification by the University Section.** The section under the heading “Indemnification by the University” shall be deleted in its entirety and replaced with the following:

   The University agrees to indemnify, save and hold harmless the Foundation and its Board Members, officers, employees, and agents, against any and all claims, damages, liability, costs, expenses and attorney’s fees incurred as a result of any act or omission by the University, its employees, agents or sub-contractors relating to the provisions of this Agreement, except as may be prohibited by Louisiana R.S. 38:2195.

4. **Miscellaneous.** Except as specifically amended herein, all of the terms and provisions of the Affiliation Agreement shall remain in full force and effect as of the date hereof. To the extent of any conflict between the Affiliation Agreement and this Amendment, the terms and provisions of this Amendment shall control.

5. **Counterparts.** This Amendment may be executed in one or more counterparts, all of which shall constitute and be deemed an original, but all of which together shall constitute one and the same instrument. This Amendment may be executed in electronic mail or telecopy (faxed) copies, and scanned or facsimile signatures shall be binding upon the parties.

   *[Signatures on following page]*
IN WITNESS WHEREOF, this Amendment has been executed by the parties on the date first stated above.

UNIVERSITY OF LOUISIANA AT LAFAYETTE

By: ____________________________
Name: __________________________
Title: __________________________

UNIVERSITY OF LOUISIANA AT LAFAYETTE FOUNDATION

By: ____________________________
Name: __________________________
Title: __________________________
Item I.2. University of New Orleans’ request for approval of a Cooperative Endeavor Agreement with Christwood, a Louisiana non-profit corporation.

EXECUTIVE SUMMARY

Christwood is the holder of a construction permit issued by the Federal Communications Commission to construct a non-commercial education (“NCE”) FM radio station, WCWD, in Covington, Louisiana. Christwood has no prior experience in constructing and operating a radio station and seeks assistance from a third party with such expertise. UNO is the broadcast station licensee of several NCE FM radio stations and has substantial expertise with FCC and broadcast station construction, engineering and operational matters and is willing to assist Christwood.

One of UNO’s Noncommercial Educational (NCE) FM radio stations, WWNO, New Orleans, Louisiana, broadcasts an HD2 sub-channel where the programming format is classical music, which Christwood would like to broadcast at WCWD.

In return, UNO will retain the right to fundraise for its WWNO programming and operations on WCWD during the time that the WWNO HD2 classical music programming is being broadcast on WCWD. UNO fundraising would be limited to 1% of WCWD’s on-air operations or 87.6 hours annually.

UNO agrees to reimburse Christwood a maximum of $36,300 to cover Christwood’s actual expenses incurred for UNO’s use of the Station’s airtime. UNO estimates its audience size will increase by 25% and could increase fundraising by at least $50,000 as a result of the agreement.

The term of the agreement is 5 years and will expire on April 30, 2029.

RECOMMENDATION

It is requested that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of New Orleans’ request for approval of a Cooperative Endeavor Agreement with Christwood, a Louisiana non-profit corporation.
BE IT FURTHER RESOLVED, that University of New Orleans shall obtain final review and approval from UL System Staff, legal counsel, and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements prior to the execution of documents.

BE IT FURTHER RESOLVED, that Dr. Kathy Johnson, President of the University of New Orleans, is hereby designated and authorized to execute any and all documents necessary to execute this agreement.

AND FURTHER, that University of New Orleans will provide the UL System Office with copies of all final executed documents for UL System and Board Files.
April 2, 2024

Dr. Richard J. Gallot, Jr.
President
The University of Louisiana System
1201 North Third Street
Baton Rouge, LA 70802

Re: Cooperative Endeavor Agreement with Christwood

Dear Dr. Gallot,

On behalf of the University of New Orleans, I am requesting that the attached proposal to enter into a Cooperative Endeavor Agreement with Christwood, a Louisiana non-profit, be submitted to the University of Louisiana System Board Of Supervisors for its consideration and approval.

Thank you for your consideration.

Sincerely,

[Signature]

Kathy E. Johnson
President
STATE OF LOUISIANA
COOPERATIVE ENDEAVOR AGREEMENT FOR CONSULTING AND PROGRAMMING

THIS COOPERATIVE ENDEAVOR, made and entered into this 5th day of March, 2024 by and between the University of New Orleans, member of the University of Louisiana System of the State of Louisiana, hereinafter referred to as “State,” “UNO,” and/or “Agency” and Christwood, a Louisiana non-profit corporation officially domiciled at 100 Christwood Blvd., Covington, LA 70433, hereinafter referred to as “Contracting Party”.

ARTICLE I

WITNESSETH:

1.1 WHEREAS, Article VII, Section 14 of the Constitution of the State of Louisiana provides that “for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;”

1.2 WHEREAS, the agency desires to cooperate with the Contracting Party in the implementation of the Project as hereinafter provided;

1.3 WHEREAS, Agency has the authority to enter into this Agreement under Article VII, Section 14 of the Constitution of the State of Louisiana, Louisiana RS 38:2319.3 and RS 39:1643;

1.4 WHEREAS, the public purpose is to make the benefits of educational and public radio available to the inhabitants of Louisiana, and to further the education and cultural enrichment of its citizens;

1.5 WHEREAS, the Agency has reasonable expectation of receiving a benefit or value described in detail that is at least equivalent to or greater than the consideration described in this Agreement;

1.6 WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation;

1.7 WHEREAS, CONTRACTING PARTY is the holder of a construction permit issued by the Federal Communications Commission (“FCC”) to construct non-commercial educational (“NCE”) FM radio station WCWD in Covington, LA on channel 208 (89.5 MHz), Facility Id. 767498 (the “Station”), with said construction permit expires on April 8, 2025;

1.8 WHEREAS, Contracting Party has no prior experience in constructing and operating a radio station and seeks assistance from a third-party with such expertise;

1.9 WHEREAS, UNO is the broadcast station licensee of several NCE FM radio stations and has substantial expertise with FCC and broadcast station construction, engineering and operational matters and is willing to assist Contracting Party;

1.10 WHEREAS, one of UNO’s NCE FM radio stations, WWNO, New Orleans, LA, broadcasts an HD2 sub-channel where the programming format is classical music;

1.11 WHEREAS, Contracting Party would like to broadcast WWNO’s HD2 classical music programming over WCWD;

1.12 WHEREAS, the Communications Act of 1934, as amended (the “Act”), and FCC regulations and
policies require that Contracting Party, as an FCC broadcast station applicant, permittee or licensee, maintain complete control over station programming, personnel and finances at all times, and not allow a third party to execute influence over it in these areas; and

1.13 WHEREAS, Contracting Party and UNO wish to memorialize the terms of their agreement and relationship to ensure compliance with the Act and FCC regulations and policies.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE II

SCOPE OF SERVICES

2.1 Christwood is the holder of a construction permit issued by the Federal Communications Commission ("FCC") to construct non-commercial educational ("NCE") FM radio station WCWD in Covington, LA on channel 208 (89.5 MHz), Facility Id. 767498 (the "Station"), with said construction permit expires on April 8, 2025. Christwood has no prior experience in constructing and operating a radio station and seeks assistance from a third-party with such expertise, but as an FCC broadcast station permittee, must maintain complete control over station programming, personnel and finances at all times, and not allow a third party to execute influence over it in these areas.

2.2 UNO is the broadcast station licensee of several NCE FM radio stations and has substantial expertise with FCC and broadcast station construction, engineering and operational matters and is willing to assist Contracting Party. One of UNO’s NCE FM radio stations, WWNO, New Orleans, LA, broadcasts an HD2 sub-channel where the programming format is classical music, which Christwood would like to broadcast over WCWD.

2.3 In return, UNO will retain the right to fundraise for its WWNO programming and operations on WCWD during the time that the WWNO HD2 classical music programming is being broadcast on WCWD. Notwithstanding the above, such fundraising shall be limited to not more than one percent (1%) of WCWD’s on air operations (approximately 87.6 hours annually).

2.4 Contracting Party and UNO wish to memorialize the terms of their agreement and relationship to ensure compliance with the Act and FCC regulations and policies.

ARTICLE III

DELIVERABLES

3.1 Construction
   A. UNO will provide Contracting Party assistance, advice and expertise to, at Contracting Party’s sole direction and control, on property owned or leased by Contracting Party, construct, maintain and operate the authorized broadcast facilities in accordance with the FCC construction permit (and subsequent license to cover) issued to Contracting Party.
   B. Christwood will pay for and retain ownership of the equipment installed during such construction. Christwood agrees to provide access to the property owned or leased by them to UNO, its employees, consultants, and contractors, as may be reasonably requested, in order for UNO to provide its assistance, advice and expertise.

3.2 Programming
   A. UNO shall assist Contracting Party in developing and/or choosing the programming to be broadcast via WCWD.
B. Christwood will broadcast UNO's WWNO HD2's classical music programming over the Station's facilities twenty-three hours per day in exchange for the services provided by UNO as outlined in this Agreement. Contracting Party may pre-empt UNO programming Contracting Party deems not to be in the public interest and to substitute Contracting Party programming for that presented by UNO, but only on the basis of bona fide public interest determinations.

3.3 Maintenance
A. UNO will provide its assistance, advice and expertise, at Contracting Party's sole direction and control, to complete and file all FCC filings and reports for the licensing and operation of the Station.
B. UNO will provide transmitter site maintenance services for WCWD equipment at its utilized tower sites, excluding the cost and warehousing of repair parts as needed to repair defective equipment.

3.4 Control
Notwithstanding any suggestion to the contrary elsewhere in this Agreement, Contracting Party, Christwood, shall retain complete control over Station operation at all times, including ultimate control over Station programming, personnel and finances."

ARTICLE IV
PAYMENT TERMS

4.1 A. In consideration of the services described above, Agency hereby agrees to reimburse the Contracting Party the maximum amount of $36,300 per year to cover Contracting Party's actual expenses incurred by during Agency's use of the Station's airtime. Said maximum reimbursement may increase/decrease based on Contracting Party's actual expenses and the amount of airtime used by Agency. Currently, the reimbursement shall be based on:
   a. Radio Tower Lease – $2,000 monthly ($24,000 per year)
   b. Utility fee for Radio Tower Lease – $1,000 monthly ($12,000 per year)
   c. Music Licensing Fee $300 annually
The Contracting Party shall submit monthly invoices to Agency within ten (10) days following the end of each calendar month. The Agency shall remit payment for such services within thirty (30) days following receipt of such invoice. The compensation for any extension of the initial term shall be subject to future agreement by the parties.

B. In consideration of the services described above, Agency hereby agrees to provide benefits to the Contracting Party. Benefits will be received/provided in the following manner:
   a. UNO will retain the right to fundraise for its WWNO programming and operations on WCWD during the time that the WWNO HD2 classical music programming is being broadcast on WCWD. WWNO HD2 classical currently raises approximately $200,000/year annually and this Agreement will increase the audience size by an estimated 25% in the St Tammany/Mandeville area, one of the wealthiest areas in the State. As such, the anticipated value of this agreement for UNO is conservatively estimated at $50,000 annually.
   b. Also, this enables WWNO to cross promote its main News Station to this expanded classical audience, which will lead to additional listenership on that station as well.

4.2 Additional Costs and Expenses. No additional costs or expenses incurred by the Contracting Party in performance of this Agreement shall be reimbursed or paid by Agency, unless agreed upon in writing by the parties.
4.3 Payments under this agreement will be allowed only for expenditures occurring between and including the dates of (authorized beginning date) and (authorized ending date), and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of funds and upon the approval of this agreement by the University of Louisiana System Management Board.

4.4 Taxes: Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be Contracting Party's obligation and identified under Federal tax identification number 72-1192571.

ARTICLE V
TERMINATION FOR CAUSE

5.1 The State may terminate this agreement for cause based upon the failure of Contracting Party to comply with the terms and/or conditions of the agreement; provided that the State shall give Contracting Party written notice specifying Contracting Party's failure. If within thirty (30) days after receipt of such notice, Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place Contracting Party in default and the agreement shall terminate on the date specified in such notice.

5.2 Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect. If within thirty (30) days after receipt of such notice, the State shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Contracting Party may, at its option, place the State in default and the agreement shall terminate on the date specified in such notice.

ARTICLE VI
TERMINATION FOR CONVENIENCE

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to Contracting Party. Upon receipt of notice, Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this Agreement. Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

6.2 The Contracting Party may terminate the agreement at any time by giving thirty (30) days written notice to the State. Upon receipt of notice, the State shall, unless the notice directs otherwise, immediately discontinue its services in connection with the performance of this Agreement. The State shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

ARTICLE VII
OWNERSHIP

7.1 All records, reports, documents and other material delivered or transmitted to Contracting Party by the State shall remain the property of the State and shall be returned by Contracting Party to the State, at Contracting Party's expense, at termination or expiration of this agreement. All records, reports, documents,
or other material related to this agreement and/or obtained or prepared by Contracting Party in connection with performance of the services contracted for herein shall be and remain the property of the Contracting Party, and shall, upon request, be returned by the State to the Contracting Party at the State’s expense at termination or expiration of this agreement.

7.2 Furthermore, at any time during the term of this Agreement, and finally at the end of this engagement, Agency shall have the right to require the Contracting Party to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within twenty (20) days of receipt of written notice issued by Agency; provided, however, such request shall be reasonable, and not result in an undue administrative burden on Contracting Party.

7.3 Confidentiality. The above referenced work product shall be held confidential by the Contracting Party and shall not be shared with any other entity without the express consent of Agency.

7.4 Copyright. No work product, including records, reports, documents, memoranda or notes obtained or prepared by the Contracting Party under this Agreement shall be the subject of any copyright or application for copyright on behalf of the Contracting Party.

ARTICLE VIII
ASSIGNMENT

8.1 Neither Party shall assign any interest in this agreement, nor transfer any interest in same (whether by assignment or novation), without prior written consent of the other Party; provided however, that claims for money due or to become due to Contracting Party from the Agency may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Agency.

ARTICLE IX
FINANCIAL DISCLOSURE

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives.

ARTICLE X
AUDITOR’S CLAUSE

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of Contracting Party which relate to this agreement.

10.2 Contractor and any subcontractors paid under this agreement shall maintain all books and records pertaining to this agreement for a period of three (3) years after the date of final payment under the prime contract and any subcontract entered into under this agreement.

ARTICLE XI
AMENDMENTS IN WRITING
11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the University of Louisiana System Management Board.

ARTICLE XII
FISCAL FUNDING CLAUSE

12.1 In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on Agency to provide services as to such current or succeeding fiscal year, as the case may be, and said Agreement shall become null and void as to such current or succeeding fiscal year, as the case may be, and no right of action shall accrue to the benefit of the Contracting Party, its successors or assigns for any further payments.

ARTICLE XIII
TERM OF CONTRACT

13.1 This agreement shall begin on May 1, 2024, and shall terminate on April 30, 2029, unless sooner terminated as provided in Paragraphs V and VI.

ARTICLE XIV
DISCRIMINATION CLAUSE

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran’s Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party agrees not to discriminate in its employment practices and will render services under this contract without regard to race, color, religion, sex, sexual orientation, age, national origin, disability, political affiliation, veteran status, or any other non-merit factor. Any act of discrimination committed by Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

ARTICLE XV
INDEMNIFICATION: INSURANCE

15.1 A. The Contracting Party shall indemnify and save harmless Agency against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against Agency growing out of, resulting from, or by reason of any act or omission of the Contracting Party, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include Agency’s fees and costs of litigation, including, but not limited to, reasonable attorney's fees. The Contracting Party shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.
B. The Agency shall indemnify and save harmless Contracting Party against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against Contracting Party growing out of, resulting from, or by reason of any act or omission of the Agency, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include Contracting Party’s fees and costs of litigation, including, but not limited to, reasonable attorney’s fees. The Agency shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

15.2 The Agency shall indemnify, defend and hold Contracting Party harmless against any and all liability for libel, slander, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the broadcast of programming by Agency on the Station. The obligations under this Section shall survive any termination of this Agreement.

ARTICLE XVI
PARTIAL INVALIDITY; SEVERABILITY

16.1 If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XVII
ENTIRE AGREEMENT; MODIFICATION

17.1 This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

ARTICLE XVIII
CONTROLLING LAW

18.1 The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

ARTICLE XIX
LEGAL COMPLIANCE

19.1 Agency shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, et seq.), the Communications Act of 1934, as amended, and the rules and regulations of the FCC in carrying out the provisions of this Agreement.

ARTICLE XX
RELATIONSHIP BETWEEN THE PARTIES: EXCLUSION OF BENEFITS
20.1 The Contracting Party is engaged by Agency for the purposes set forth in this Agreement. The relationship between the Contracting Party and Agency shall be, and only be, that of an independent contractor and nothing contained in this Agreement constitutes or shall be interpreted as constituting, a joint venture, partnership or other legal arrangement between Agency and Contracting Party, or in any way granting or entitling Agency or Contracting Party to any ownership, voting control or other legal status with respect to the other. Agency and Contracting Party are, and throughout the term hereof, shall continue to be, operated completely independent of the other, and no officer or director of Agency or Contracting Party serves or shall serve on the other's board of directors or as an officer of the other. Agency and Contracting Party have no agreement, written or oral, whether arising out of this Agreement or otherwise, to merge themselves or to supplant the others' board of directors with its own.

ARTICLE XXI
ACKNOWLEDGMENT OF EXCLUSION OF WORKER’S COMPENSATION COVERAGE

21.1 Agency and the Contracting Party expressly agree that the Contracting Party is an independent contractor as defined in R.S. 23:1021(7) and, as such, expressly agree that Agency shall not be liable to the Contracting Party or to anyone employed by the Contracting Party for any benefits or coverage as provided by the Worker’s Compensation Law of the State of Louisiana. (Contracts between public entities that provide for the shared use of employees may need to provide language addressing this.)

ARTICLE XXII
ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE

22.1 Agency and the Contracting Party expressly declare and acknowledge that the Contracting Party is an independent contractor and, as such, is being engaged by Agency under this Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:

A. The Contracting Party has been and will be free from any control or direction by Agency over the performance of the services covered by this Agreement;
B. The services to be rendered by the Contracting Party are outside the normal course and scope of Agency’s usual business; and
C. The Contracting Party is customarily engaged in an independently established trade, occupation, profession, or business. Consequently, neither the Contracting Party nor anyone employed or contracted by the Contracting Party shall be considered an employee of Agency for the purpose of unemployment compensation coverage. (Contracts between public entities that provide for the shared use of employees, may need to provide language addressing this.)

ARTICLE XXIII
FORCE MAJEURE

23.1 Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

ARTICLE XXIV
EMPLOYMENT OF STATE PERSONNEL

24.1 The Contracting Party certifies that it has not employed and will not knowingly employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the State of Louisiana, (Local political subdivisions may want to modify this language to provide
for prohibitions against employment of any of its employees by the third-party contractor to avoid any potential Code of Governmental Ethics issues.)

ARTICLE XXV
COVENANT AGAINST CONTINGENT FEES
25.1 The Contracting Party warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the Contracting Party, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the Contracting Party any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Agency shall have the right to annul this Agreement without liability or, in Agency's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XXVI
REMEDIES FOR DEFAULT
26.1 In the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana.

ARTICLE XXVII
NOTICES
27.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

University of New Orleans
2000 Lakeshore Drive
New Orleans, LA 70148

Christwood
c/o L. Stephen Holzhalb, III
Executive Officer
100 Christwood Blvd.
Covington, LA 70433

ARTICLE XXVIII
NO ACQUISITION RIGHTS
The parties do not intend to create hereby, and nothing contained herein shall constitute or be construed to constitute, any right of Agency to purchase or otherwise become licensee of the Station. In the event Contracting Party elects to cease operations of WCWD, Agency would be offered the first right of refusal to purchase WCWD assets and assume WCWD-related lease/equipment purchase obligation in effect at the time of sale.

[Remainder of page left blank]
THUS DONE AND SIGNED AT New Orleans, Louisiana on the 2nd day of April 2024

WITNESSES:

Eileen Doyley

Reagan Leriche

UNIVERSITY OF NEW ORLEANS

Kathy E. Johnson, Ph.D., President

THUS DONE AND SIGNED AT Covington, Louisiana on the 27th day of March 2024

WITNESSES:

Jeri Blundell

Patrick Creasy

CHRISTWOOD

L. Stephen Holzhalb, M.D., Executive Officer
Item I.3. University of New Orleans’ request for approval of a lease with AT&T.

EXECUTIVE SUMMARY

UNO requests approval of a lease of roof space on the UNO Engineering Building to New Cingular Wireless, PCS, LLC “AT&T.” AT&T would provide all labor, supervision, supplies, and transportation costs to install cellular antennae on the roof of the UNO Engineering Building.

AT&T will be responsible for maintenance and repairs to the Facility, including, but not limited to, receivers, transmitters, and antennae, and the premises where the Facility would be placed. AT&T will also be responsible for all operating expenses of the Facility, including utilities.

AT&T will pay UNO $49,894.78 annually with an annual adjustment of 3%.

The Lease will commence upon signature and would terminate on December 31, 2034. The agreement may be renewed for two additional 10-year periods with agreement of both parties.

RECOMMENDATION

It is requested that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of New Orleans’ request for approval of a lease with AT&T.

BE IT FURTHER RESOLVED, that University of New Orleans shall obtain final review and approval from UL System Staff, legal counsel, and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements prior to the execution of documents.

BE IT FURTHER RESOLVED, that Dr. Kathy Johnson, President of University of New Orleans, is hereby designated and authorized to execute any and all documents necessary to execute this agreement.

AND FURTHER, that University of New Orleans will provide the UL System Office with copies of all final executed documents for UL System and Board Files.
March 21, 2024

Dr. Richard J. Gallot, Jr.
President
The University of Louisiana System
1201 North Third Street
Baton Rouge, LA 70802

Re: University of New Orleans

Dear Dr. Gallot,

The University of New Orleans requests approval of Lease a Roof Space on Engineering Building on the University of New Orleans Campus to New Cingular Wireless, PCS, LLC "AT&T".

Thank you for your consideration.

Sincerely,

Kathy E. Johnson, Ph.D.
President
STATE OF LOUISIANA
PARISH OF ORLEANS

Solicitation No. BBL2795

Lease of Roof Space on Engineering Building on The University of New Orleans Campus

1. CONTRACT

Be it known that the University of New Orleans (hereinafter sometimes referred to as "University") and New Cingular Wireless, PCS, LLC “AT&T” (hereinafter sometimes referred to as “Lessee”) do hereby enter into this contract under the following terms and conditions.

2. SCOPE OF SERVICE

Lessee hereby agrees to furnish the following services:

The Lessee will provide all labor, supervision, supplies, and transportation to lease rooftop space on the Engineering Building for the purposes of hosting cellular antennae. The Engineering Building currently has space leased for these purposes as described in UNO’s Invitation for Bid #BBL2795 (IFB), Addendum 1 and AT&T’s Bid submitted in response to the IFB.

The Premises shall be used for the installation and operation of a facility for the transmission of wireless telecommunications.

The Lessee shall use the Premises to transmit and receive on frequencies as assigned by the FCC. No frequency shall be allowed to interfere with frequencies used by the University as part of its educational, research or public service missions, or otherwise to interfere with University’s parking control system, all of which are existing as of the Commencement Date. In addition, the Bidder will resolve technical interference problems with other University’s or other Lessee’s equipment located on or about the premises on the Commencement Date or any equipment that becomes attached on or about the Premises by Lessee at any future date.

Lessee’s antennae and/or equipment shall be shielded and grounded to prevent stray current and resulting electrolytic corrosion to any of University’s property or facilities.

Lessee’s equipment installations are to be on hot dipped or stainless-steel galvanized steel platforms elevated 2 feet – 6 inches (2’6”) above the roof.

The Lessee is responsible for all maintenance and repairs necessary to the Facility, including, but not limited to, the BTS receivers, transmitters and antennae, and the Premises upon which the Facility is placed. Any roof work shall be done only by an University approved roofing company.

Lessee shall not install or permit installation of signs on or about the Premises other than those required by local, state or federal governmental agencies.

Facility

The University will provide space, Option A (~370 sf) on the roof of Engineering Building.

The Lessee shall be responsible for all required facility modifications, including any modifications that may be required to avoid any interference with the installation or operation of the currently
leased areas or operations of the University. Any modifications necessary to avoid disruption to
the currently leased areas or operations of the University shall solely be the responsibility of the
Lessee. All such facility modifications and/or changes must be approved by and shall immediately
become the property of the University.

**Peaceful Possession**

University warrants to Lessee that University is the sole owner of the Premises and has the full
right and authority to lease the Premises to Lessee hereunder. University covenants that for and
in consideration of the amounts hereinafter stipulated to be paid by Lessee for the performance by
Lessee of the covenants herein contained on the part and behalf of the Lessee to be performed,
the Lessee shall be maintained in peaceful and undisturbed possession and enjoyment of the
rights in the Premises granted herein during the primary term and any renewal thereof. University
agrees to deliver, and Lessee agrees to accept the Premises in “As Is” Condition.

**Ownership and Risk of Loss**

Equipment provided by the Lessee will remain the property of the Lessee. The risk of loss for the
equipment will be borne by the Lessee. The Lessee will hold the University harmless from any
claims for personal injury, death or property damage resulting from the Lessee’s operation of the
proposed facility.

**Alterations to the Premises**

The Lessee will be granted the right to make at its expense additional improvements and
alterations to the Premises, which it deems desirable or necessary, provided that a description of
said improvements or alterations must be approved in advance in writing by the University, which
approval shall not unreasonably be withheld, conditioned, or delayed. Lessee shall retain the right
to remove the Facility, including BTS (Base Transceiver Station), receivers, transmitters, and
antennas and all other of Lessee’s property, provided that Lessee shall repair any damage to the
Premises caused by such removal and except as otherwise provided herein, all other
improvements and additions may, at the option of the Lessee, become and remain the property of
the University. Equipment installations are to be on hot dipped or stainless-steel galvanized steel
platforms elevated 2 feet - 6 inches (2’6”) above the roof.

**Repairs and Maintenance**

The Lessee will be responsible for all maintenance and repairs are necessary to the Facility,
including but not limited to, the BTS, receivers, transmitters and antennas, and the Premises upon
which the Facility is placed. Any roof work shall be done only by a UNO approved roofing
company.

The Lessee shall have twenty-four hour, 7 days per week access to the Premises in order to
make necessary repairs, however. Lessee and/or its personnel requiring 24/7 access will be
required to pass security checks and be included in UNO card access where required. Buildings
without card access are secured with key access. After-hour access will require coordination with
and be through the UNO Police Department who will be available 24 hours per day, 7 days per
week. Valid picture ID will be required. The University will provide Lessee with departmental
telephone numbers and personnel to contact in an emergency so that twenty-four hour a day
access to the Premises is possible. Lessee shall also have pedestrian and vehicular ingress and
egress from such other property of University as needed for access to the Premises.
Operation Expenses and Coordination

The Lessee shall be responsible for all operating expenses of the proposed facility, including utilities. The facility will be metered separately, and all utility charges will be paid by the University and billed to the Lessee for prompt reimbursement.

The University shall use its best efforts to minimize alterations and repairs to the Premises which might interfere with, suspend cut-off or terminate access to or use of the Facility of the Lessee. Except in the case of an emergency, the University shall notify Lessee in writing at least three (3) business days in advance of any repairs, alterations, additions or improvements to be made with respect to the maintenance and operations of the Premises or of any planned utility or other shutdowns associated with the Premises. In no event shall University be liable to Lessee for any damages Lessee may incur as a result of University's activities on or about the Premises except to the extent there is physical damage to the Facility caused by the negligence or intentional misconduct of University, its employee, agents, representative or lessees.

3. CONTRACT MODIFICATIONS

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) Lessee change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to this contract.

4. HEADINGS

Descriptive headings in this contract are for convenience only and shall not affect the construction of this contract or meaning of contractual language.

5. LEASE PRICE

The lease price and consideration for this Agreement is made at the annual rate prescribed in the Lessee's Bid at an amount of Forty-Nine Thousand Eight Hundred Ninety-Four Dollars and Twenty Eight Cents ($48,894.28) with an annual adjustment of Three (3%) Percent.

6. PERMITS, LICENSES, TAXES, CODES, ETC

The Lessee will be responsible for all permits, licenses and taxes associated with the operation of Lessee's enterprise, as well as compliance with all Federal, State and Local Laws and regulations relating to ownership and operation. State agencies are exempt from all State and local sales and use taxes.

7. TERMINATION

The University has the right to terminate this contract immediately for any of the following reasons: (a) misrepresentation by the Lessee; (b) Lessee's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Lessee towards an employee or agent of the State; (e) Lessee's intentional violation of the Louisiana Procurement Code (La. R.S. 3
8. TERMINATION OF THIS CONTRACT FOR CAUSE

The University may terminate this contract for cause based upon the failure of Lessee to comply with the terms and/or conditions of this contract, or failure to fulfill its performance obligations pursuant to this contract, provided that the University shall give the Lessee written notice specifying the Lessee's failure. If within thirty (30) days after receipt of such notice, the Lessee shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Lessee in default and this contract shall terminate on the date specified in such notice.

The Lessee may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of this contract, provided that the Lessee shall give the University written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect.

9. TERMINATION OF THIS CONTRACT FOR CONVENIENCE

The University may terminate this contract for convenience at any time (1) by giving sixty (60) days written notice to the Lessee of such termination; or (2) by negotiating with the Lessee an effective date. The Lessee shall pay the University revenues up to the date of termination.

The Lessee may terminate this contract for convenience at any time (1) by giving sixty (60) days written notice to the Lessee of such termination; or (2) by negotiating with the University an effective date. The Lessee shall pay the University revenues up to the date of termination.

10. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of this contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this contract, this contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

11. OWNERSHIP

All records, reports, documents, or other material related to this contract and/or obtained or prepared by the Lessee in connection with the performance of the services contracted for herein shall become the property of the University, and shall, upon request, be returned by the Lessee to the University, at the Lessee's expense, at termination or expiration of this contract.

All records, reports, documents and other material delivered or transmitted to the Lessee by the University shall remain the property of the University and shall be returned by the Lessee to the University at the Lessee's expense, at termination or expiration of this contract.

12. USE OF UNIVERSITY'S FACILITIES
Any property of the University furnished to the Lessee shall, unless otherwise provided herein, or approved by the University, be used only for the performance of this contract.

The Lessee shall be responsible for any loss or damage to property of the University and/or University which results from willful misconduct or lack of good faith on the part of the Lessee or which results from the failure on the part of the Lessee to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the University in like condition, except for normal wear and tear, to that in which it was furnished to the Lessee. Upon the occurrence of loss, or destruction of, or damage to property of the University, the Lessee shall notify the University thereof and shall take all reasonable steps to protect that property from further damage. Lessee shall not be responsible for loss or damage caused by unauthorized persons or acts of vandalism.

The Lessee shall surrender to the University all property of the University prior to settlement upon completion, termination, or cancellation of this contract. All references to the Lessee under this section shall include any of its employees, agents, or sublessee.

University warrants that facility is in compliance with all federal, state, and local laws at time of possession by Lessee. Lessee assumes no responsibility or liability for repairs or maintenance to university-owned structures, fixtures, or equipment unless such damage is caused by negligence of the Lessee. The University agrees to comply with all federal, state, and local (as applicable) building, facility, structural, and health codes (except as in regards to water quality and safety), laws, and regulations and shall hold Lessee harmless for such. University shall be responsible for all expenses related to maintaining or bringing the facility up to code; Lessee assumes no liability for bringing the facility, its equipment, or any structures up to code or compliance. Lessee assumes no liability for damages, injury, or death caused by University’s structures, fixtures, or equipment unless such claim was caused by Lessee’s negligence.

13. WAIVER

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by the written consent of both parties.

14. WARRANTIES

Lessee warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

Lessee further warrants that it has the right to provide and or license its product to the University and that it will operate in accordance with this contract. In the event of a material failure of Lessee’s product to function and operate, and/or failure by the Lessee to perform its obligations, in accordance with the terms and conditions of the contract that results in the termination of the contract for cause by the University, the University will not be obligated to compensate the Lessee of any costs incurred by Lessee.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

15. INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts
of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.

Lessee shall be fully liable for the actions of its agents, employees, partners or sublessees and shall fully indemnify and hold harmless the University from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Lessee, its agents, employees, partners or sublessees in the performance of this contract, without limitation; provided, however, that the Lessee shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the University.

Lessee will indemnify, defend and hold the University harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the University in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right; provided that the University shall give the Lessee: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Lessee's sole expense, and (iii) assistance in the defense of any such action at the expense of Lessee. Where a dispute or claim arises relative to a real or anticipated infringement, the University may require Lessee, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Lessee shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) University's unauthorized modification or alteration of a Product, Material, or Service; (ii) University's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Lessee; (iii) University's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Lessee believes that it may be enjoined, Lessee shall have the right, at its own expense and sole discretion as the University's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the University the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the University up to the dollar amount of the Contract. Any injunction that is issued against the University which prevents the University from utilizing the Lessee's product in excess of six (6) months and for which the Lessee has not obtained for the University or provided to the University one of the alternatives set forth in the foregoing sentence is cause for the University to terminate the Contract. In the event of such termination, the University will not be obligated to compensate the Lessee for any costs incurred by the Lessee.

For all other claims against the Lessee where liability is not otherwise set forth in the contract as being without limitation, and regardless of the basis on which the claim is made, Lessee's liability for direct damages, shall be the greater of $100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Lessee under the Contract. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Lessee is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional
operating savings.

The University may, in addition to other remedies available to them at law or equity and upon notice to the Lessee, retain such monies from amounts due Lessee, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

16. INSURANCE AND BONDS

16.1. INSURANCE

Lessee will be required to provide the University with Certificates of adequate insurance indicating coverage required in the Invitation for Bid. The Lessee shall maintain the insurance for the full term of this contract. Failure to comply shall be grounds for termination of this contract.

17. LICENSES AND PERMITS

Lessee shall secure and maintain all licenses and permits and pay inspection fees required to do the work required to complete this contract, if applicable.

18. SEVERABILITY

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this contract are declared severable.

19. SUBLESSEES

The Lessee may enter into subcontracts with third parties for the performance of any part of the Lessee’s duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Lessee to the University for any breach in the performance of the Lessee’s duties. The Lessee will be the single point of contact for all sublessee work.

20. SUBSTITUTION OF PERSONNEL

If, during the term of this contract, the Lessee or sublessee cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Lessee that every reasonable attempt shall be made to assign the personnel listed in the Lessee’s bid.

The University shall reserve the right to require removal and replacement of any Contract personnel whose performance it considers unacceptable.

21. ASSIGNMENT

Lessee shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the University. This provision shall not be construed to prohibit the Lessee from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the University.
22. CODE OF ETHICS

The Lessee acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The Lessee agrees to immediately notify the University if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

23. CONFIDENTIALITY

The following provision will apply unless the University's statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the University's operations which are designated confidential by the University and made available to the Lessee in order to carry out this contract, shall be protected by the Lessee from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the University. The identification of all such confidential data and information as well as the University's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the University in writing to the Lessee. If the methods and procedures employed by the Lessee for the protection of the Lessee's data and information are deemed by the University to be adequate for the protection of the University's confidential information, such methods and procedures may be used, with the written consent of the University, to carry out the intent of this paragraph. The Lessee shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Lessee's possession, is independently developed by the Lessee outside the scope of the contract or is rightfully obtained from third parties.

24. CONTRACT CONTROVERSIES

Any claim or controversy arising out of this contract shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673.

25. RIGHT TO AUDIT

The University's Internal Auditors, the State of Louisiana Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

26. LESSEE'S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT

Lessee has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts.

27. LESSEE'S COOPERATION/CLOSE-OUT
The Lessee has the duty to fully cooperate with the University and provide any and all requested information, documentation, etc. to the University when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Lessee shall not limit or impede the University’s right to audit or to withhold University owned documents.

28. SECURITY

Lessee’s personnel will comply with all security regulations in effect at the University’s premises, and externally for materials and property belonging to the University or to the project. Where special security precautions are warranted (e.g., correctional facilities), the University shall provide such procedures to the Lessee, accordingly. Lessee is responsible for promptly reporting to the University any known breach of security.

29. TERM OF CONTRACT

This Contract will commence on the date of execution and shall continue through December 31, 2034, unless otherwise terminated in accordance with the Termination provision of this Contract. At the option of the University and acceptance of the Lessee, this contract may be extended for four additional two (2) ten-year periods at the same prices, terms, and conditions provided the Lessee makes Ten Thousand Dollars ($10,000.00) in improvements per ten-year period.

30. COMMENCEMENT OF WORK

No work shall be performed by Lessee and the University shall not be bound until such time as this Contract is fully executed between the University and the Lessee and all required approvals are obtained.

31. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Lessee agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran’s Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Lessee agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Lessee agrees not to discriminate in its employment practices and will perform under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by Lessee, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

32. RECORD RETENTION

The Lessee shall maintain all records in relation to this contract for a period of at least five (5) years after final payment.

33. ANTI-KICKBACK CLAUSE

The Lessee hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Lessee or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise
entitled.

34. CLEAN AIR ACT

The Lessee hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection University (EPA) list of Violating Facilities.

35. ENERGY POLICY AND CONSERVATION ACT

The Lessee hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

36. CLEAN WATER ACT

The Lessee hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection University (EPA) List of Violating Facilities.

37. ANTI-LOBBYING AND DEBARMENT ACT

The Lessee will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

38. GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in the RFP; and this contract. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

39. COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

40. ORDER OF PRECEDENCE

The Invitation for Bid and the Lessee's Bid, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the IFB and/or the Lessee's Bid, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the IFB and finally, the Lessee's Bid.
THUS DONE AND SIGNED AT ___________________________ on this _____ day of _____, 20__, and,
IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:                      AT&T SIGNATURE:

________________________________________   By: ____________________________________

________________________________________   Title: ____________________________________

THUS DONE AND SIGNED AT New Orleans, Louisiana on this _______ day of _____, 20__, and,
IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:                      UNIVERSITY OF NEW ORLEANS SIGNATURE:

________________________________________   By: ____________________________________

________________________________________   Title: ____________________________________
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

April 25, 2024

Item I.4. University of New Orleans’ request for approval of a lease with T-Mobile Central, LLC.

EXECUTIVE SUMMARY

UNO requests approval of a lease of roof space on the Engineering Building on the UNO campus to T-Mobile Central. T-Mobile will provide all labor, supervision, supplies, and transportation costs to install a cellular antenna on the roof of the UNO Engineering Building.

T-Mobile will be responsible for maintenance and repairs to the Facility, including, but not limited to, receivers, transmitters, and antennae, and the premises where the Facility would be placed. T-Mobile would also be responsible for all operating expenses of the Facility, including utilities.

T-Mobile will pay UNO $47,518.36 annually with an annual adjustment of 3%.

The Lease would commence upon signature and would terminate on December 31, 2034. The agreement may be renewed for two additional 10-year periods with agreement of both parties.

RECOMMENDATION

It is requested that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of New Orleans’ request for approval of a lease with T-Mobile Central, LLC.

BE IT FURTHER RESOLVED, that University of New Orleans shall obtain final review and approval from UL System Staff, legal counsel, and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements prior to the execution of documents.

BE IT FURTHER RESOLVED, that Dr. Kathy Johnson, President of University of New Orleans, is hereby designated and authorized to execute any and all documents necessary to execute this agreement.

AND FURTHER, that University of New Orleans will provide the UL System Office with copies of all final executed documents for UL System and Board Files.
March 21, 2024

Dr. Richard J. Gallot, Jr.
President
The University of Louisiana System
1201 North Third Street
Baton Rouge, LA 70802

Re: University of New Orleans

Dear Dr. Gallot,

The University of New Orleans requests approval of Lease a Roof Space on Engineering Building on the University of New Orleans Campus to T-Mobile Central, LLC.

Thank you for your consideration.

Sincerely,

Kathy E. Johnson, Ph.D.
President
STATE OF LOUISIANA
PARISH OF ORLEANS

Lease of Roof Space on Engineering Building on The University of New Orleans Campus

Solicitation No. BBL2795

1. CONTRACT

Be it known that the University of New Orleans (hereinafter sometimes referred to as "University") and T-Mobile Central LLC (hereinafter sometimes referred to as "Lessees") do hereby enter into this contract under the following terms and conditions.

2. SCOPE OF SERVICE

Lessees hereby agrees to furnish the following services:

The Lessee will provide all labor, supervision, supplies, and transportation to lease rooftop space on the Engineering Building for the purposes of hosting cellular antennae. The Engineering Building currently has space leased for these purposes as described in UNO's Invitation for Bid #BBL2795 (IFB), Addendum 1 and T-Mobile Central LLC's Bid submitted in response to the IFB.

The Premises shall be used for the installation and operation of a facility for the transmission of wireless telecommunications.

The Lessee shall use the Premises to transmit and receive on frequencies as assigned by the FCC. No frequency shall be allowed to interfere with frequencies used by the University as part of its educational, research or public service missions, or otherwise to interfere with University's parking control system, all of which are existing as of the Commencement Date. In addition, the Bidder will resolve technical interference problems with other University's or other Lessee's equipment located on or about the premises on the Commencement Date or any equipment that becomes attached on or about the Premises by Lessee at any future date.

Lessees antennae and/or equipment shall be shielded and grounded to prevent stray current and resulting electrolytic corrosion to any of University's property or facilities.

Lessees's equipment installations are to be on hot dipped or stainless-steel galvanized steel platforms elevated 2 feet – 6 inches (2'6") above the roof.

The Lessee is responsible for all maintenance and repairs necessary to the Facility, including, but not limited to, the BTS receivers, transmitters and antennae, and the Premises upon which the Facility is placed. Any roof work shall be done only by an University approved roofing company.

Lessees shall not install or permit installation of signs on or about the Premises other than those required by local, state or federal governmental agencies.

Facility

The University will provide space, Option B (~300 sf) on the roof of Engineering Building.

The Lessee shall be responsible for all required facility modifications, including any modifications that may be required to avoid any interference with the installation or operation of the currently
leased areas or operations of the University. Any modifications necessary to avoid disruption to
the currently leased areas or operations of the University shall solely be the responsibility of the
Lessee. All such facility modifications and/or changes must be approved by and shall immediately
become the property of the University.

**Peaceful Possession**

University warrants to Lessee that University is the sole owner of the Premises and has the full
right and authority to lease the Premises to Lessee hereunder. University covenants that for and
in consideration of the amounts hereinafter stipulated to be paid by Lessee for the performance by
Lessee of the covenants herein contained on the part and behalf of the Lessee to be performed,
the Lessee shall be maintained in peaceful and undisturbed possession and enjoyment of the
rights in the Premises granted herein during the primary term and any renewal thereof. University
agrees to deliver, and Lessee agrees to accept the Premises in "As Is" Condition.

**Ownership and Risk of Loss**

Equipment provided by the Lessee will remain the property of the Lessee. The risk of loss for the
equipment will be borne by the Lessee. The Lessee will hold the University harmless from any
claims for personal injury, death or property damage resulting from the Lessee’s operation of the
proposed facility.

**Alterations to the Premises**

The Lessee will be granted the right to make at its expense additional improvements and
alterations to the Premises, which it deems desirable or necessary, provided that a description of
said improvements or alterations must be approved in advance in writing by the University, which
approval shall not unreasonably be withheld, conditioned, or delayed. Lessee shall retain the right
to remove the Facility, including BTS (Base Transceiver Station), receivers, transmitters, and
antennas and all other of Lessee’s property, provided that Lessee shall repair any damage to the
Premises caused by such removal and except as otherwise provided herein, all other
improvements and additions may, at the option of the Lessee, become and remain the property of
the University. Equipment installations are to be on hot dipped or stainless-steel galvanized steel
platforms elevated 2 feet - 6 inches (2'6") above the roof.

**Repairs and Maintenance**

The Lessee will be responsible for all maintenance and repairs are necessary to the Facility,
including but not limited to, the BTS, receivers, transmitters and antennas, and the Premises upon
which the Facility is placed. Any roof work shall be done only by a UNO approved roofing
company.

The Lessee shall have twenty-four hour, 7 days per week access to the Premises in order to
make necessary repairs, however. Lessee and/or its personnel requiring 24/7 access will be
required to pass security checks and be included in UNO card access where required. Buildings
without card access are secured with key access. After-hour access will require coordination with
and be through the UNO Police Department who will be available 24 hours per day, 7 days per
week. Valid picture ID will be required. The University will provide Lessee with departmental
telephone numbers and personnel to contact in an emergency so that twenty-four hour a day
access to the Premises is possible. Lessee shall also have pedestrian and vehicular ingress and
egress from such other property of University as needed for access to the Premises.
Operation Expenses and Coordination

The Lessee shall be responsible for all operating expenses of the proposed facility, including utilities. The facility will be metered separately, and all utility charges will be paid by the University and billed to the Lessee for prompt reimbursement.

The University shall use its best efforts to minimize alterations and repairs to the Premises which might interfere with, suspend cut-off or terminate access to or use of the Facility of the Lessee. Except in the case of an emergency, the University shall notify Lessee in writing at least three (3) business days in advance of any repairs, alterations, additions or improvements to be made with respect to the maintenance and operations of the Premises or of any planned utility or other shutdowns associated with the Premises. In no event shall University be liable to Lessee for any damages Lessee may incur as a result of University's activities on or about the Premises except to the extent there is physical damage to the Facility caused by the negligence or intentional misconduct of University, its employee, agents, representative or lessees.

3. CONTRACT MODIFICATIONS

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) Lessee change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to this contract.

4. HEADINGS

Descriptive headings in this contract are for convenience only and shall not affect the construction of this contract or meaning of contractual language.

5. LEASE PRICE

The lease price and consideration for this Agreement is made at the annual rate prescribed in the Lessee's Bid at an amount of Forty Seven Thousand Five Hundred Eighteen Dollars and Thirty Six Cents ($47,518.36) with an annual adjustment of Three (3%) Percent.

6. PERMITS, LICENSES, TAXES, CODES, ETC

The Lessee will be responsible for all permits, licenses and taxes associated with the operation of Lessee's enterprise, as well as compliance with all Federal, State and Local Laws and regulations relating to ownership and operation. State agencies are exempt from all State and local sales and use taxes.

7. TERMINATION

The University has the right to terminate this contract immediately for any of the following reasons: (a) misrepresentation by the Lessee; (b) Lessee's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Lessee towards an employee or agent of the State; (e) Lessee's intentional violation of the Louisiana Procurement Code (La. R.S.
8. TERMINATION OF THIS CONTRACT FOR CAUSE

The University may terminate this contract for cause based upon the failure of Lessee to comply with the terms and/or conditions of this contract, or failure to fulfill its performance obligations pursuant to this contract, provided that the University shall give the Lessee written notice specifying the Lessee's failure. If within thirty (30) days after receipt of such notice, the Lessee shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Lessee in default and this contract shall terminate on the date specified in such notice.

The Lessee may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of this contract, provided that the Lessee shall give the University written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect.

9. TERMINATION OF THIS CONTRACT FOR CONVENIENCE

The University may terminate this contract for convenience at any time (1) by giving sixty (60) days written notice to the Lessee of such termination; or (2) by negotiating with the Lessee an effective date. The Lessee shall pay the University revenues up to the date of termination.

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10. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of this contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this contract, this contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

11. OWNERSHIP

All records, reports, documents, or other material related to this contract and/or obtained or prepared by the Lessee in connection with the performance of the services contracted for herein shall become the property of the University, and shall, upon request, be returned by the Lessee to the University, at the Lessee's expense, at termination or expiration of this contract.

All records, reports, documents and other material delivered or transmitted to the Lessee by the University shall remain the property of the University and shall be returned by the Lessee to the University at the Lessee's expense, at termination or expiration of this contract.

12. USE OF UNIVERSITY'S FACILITIES
Any property of the University furnished to the Lessee shall, unless otherwise provided herein, or approved by the University, be used only for the performance of this contract.

The Lessee shall be responsible for any loss or damage to property of the University and/or University which results from willful misconduct or lack of good faith on the part of the Lessee or which results from the failure on the part of the Lessee to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the University in like condition, except for normal wear and tear, to that in which it was furnished to the Lessee. Upon the occurrence of loss, or destruction of, or damage to property of the University, the Lessee shall notify the University thereof and shall take all reasonable steps to protect that property from further damage. Lessee shall not be responsible for loss or damage caused by unauthorized persons or acts of vandalism.

The Lessee shall surrender to the University all property of the University prior to settlement upon completion, termination, or cancellation of this contract. All references to the Lessee under this section shall include any of its employees, agents, or sublessee.

University warrants that facility is in compliance with all federal, state, and local laws at time of possession by Lessee. Lessee assumes no responsibility or liability for repairs or maintenance to university-owned structures, fixtures, or equipment unless such damage is caused by negligence of the Lessee. The University agrees to comply with all federal, state, and local (as applicable) building, facility, structural, and health codes (except as in regards to water quality and safety), laws, and regulations and shall hold Lessee harmless for such. University shall be responsible for all expenses related to maintaining or bringing the facility up to code; Lessee assumes no liability for bringing the facility, its equipment, or any structures up to code or compliance. Lessee assumes no liability for damages, injury, or death caused by University's structures, fixtures, or equipment unless such claim was caused by Lessee's negligence.

13. WAIVER

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by the written consent of both parties.

14. WARRANTIES

Lessee warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

Lessee further warrants that it has the right to provide and or license its product to the University and that it will operate in accordance with this contract. In the event of a material failure of Lessee's product to function and operate, and/or failure by the Lessee to perform its obligations, in accordance with the terms and conditions of the contract that results in the termination of the contract for cause by the University, the University will not be obligated to compensate the Lessee of any costs incurred by Lessee.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15. INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts
of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.

Lessee shall be fully liable for the actions of its agents, employees, partners or sublessees and shall fully indemnify and hold harmless the University from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Lessee, its agents, employees, partners or sublessees in the performance of this contract, without limitation; provided, however, that the Lessee shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the University.

Lessee will indemnify, defend and hold the University harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys’ fees), claims judgments, liabilities and costs which may be finally assessed against the University in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the University shall give the Lessee: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Lessee’s sole expense, and (iii) assistance in the defense of any such action at the expense of Lessee. Where a dispute or claim arises relative to a real or anticipated infringement, the University may require Lessee, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Lessee shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) University’s unauthorized modification or alteration of a Product, Material, or Service; (ii) University’s use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Lessee; (iii) University’s use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Lessee believes that it may be enjoined, Lessee shall have the right, at its own expense and sole discretion as the University’s exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the University the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the University up to the dollar amount of the Contract. Any injunction that is issued against the University which prevents the University from utilizing the Lessee’s product in excess of six (6) months and for which the Lessee has not obtained for the University or provided to the University one of the alternatives set forth in the foregoing sentence is cause for the University to terminate the Contract. In the event of such termination, the University will not be obligated to compensate the Lessee for any costs incurred by the Lessee.

For all other claims against the Lessee where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Lessee’s liability for direct damages, shall be the greater of $100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Lessee under the Contract. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Lessee is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional
operating savings.

The University may, in addition to other remedies available to them at law or equity and upon notice to the Lessee, retain such monies from amounts due Lessee, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

16. INSURANCE AND BONDS

16.1. INSURANCE

Lessee will be required to provide the University with Certificates of adequate insurance indicating coverage required in the Invitation for Bid. The Lessee shall maintain the insurance for the full term of this contract. Failure to comply shall be grounds for termination of this contract.

17. LICENSES AND PERMITS

Lessee shall secure and maintain all licenses and permits and pay inspection fees required to do the work required to complete this contract, if applicable.

18. SEVERABILITY

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this contract are declared severable.

19. SUBLESSEES

The Lessee may enter into subcontracts with third parties for the performance of any part of the Lessee’s duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Lessee to the University for any breach in the performance of the Lessee’s duties. The Lessee will be the single point of contact for all sublessee work.

20. SUBSTITUTION OF PERSONNEL

If, during the term of this contract, the Lessee or sublessee cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Lessee that every reasonable attempt shall be made to assign the personnel listed in the Lessee’s bid.

The University shall reserve the right to require removal and replacement of any Contract personnel whose performance it considers unacceptable.

21. ASSIGNMENT

Lessee shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the University. This provision shall not be construed to prohibit the Lessee from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the University.
22. CODE OF ETHICS

The Lessee acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The Lessee agrees to immediately notify the University if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

23. CONFIDENTIALITY

The following provision will apply unless the University's statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the University's operations which are designated confidential by the University and made available to the Lessee in order to carry out this contract, shall be protected by the Lessee from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the University. The identification of all such confidential data and information as well as the University's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the University in writing to the Lessee. If the methods and procedures employed by the Lessee for the protection of the Lessee's data and information are deemed by the University to be adequate for the protection of the University's confidential information, such methods and procedures may be used, with the written consent of the University, to carry out the intent of this paragraph. The Lessee shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Lessee's possession, is independently developed by the Lessee outside the scope of the contract or is rightfully obtained from third parties.

24. CONTRACT CONTROVERSIES

Any claim or controversy arising out of this contract shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673.

25. RIGHT TO AUDIT

The University's Internal Auditors, the State of Louisiana Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

26. LESSEE'S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT

Lessee has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts.

27. LESSEE'S COOPERATION/CLOSE-OUT
The Lessee has the duty to fully cooperate with the University and provide any and all requested information, documentation, etc. to the University when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Lessee shall not limit or impede the University’s right to audit or to withhold University owned documents.

28. SECURITY

Lessee’s personnel will comply with all security regulations in effect at the University’s premises, and externally for materials and property belonging to the University or to the project. Where special security precautions are warranted (e.g., correctional facilities), the University shall provide such procedures to the Lessee, accordingly. Lessee is responsible for promptly reporting to the University any known breach of security.

29. TERM OF CONTRACT

This Contract will commence on the date of execution and shall continue through December 31, 2034, unless otherwise terminated in accordance with the Termination provision of this Contract. At the option of the University and acceptance of the Lessee, this contract may be extended for four additional two (2) ten-year periods at the same prices, terms, and conditions provided the Lessee makes Ten Thousand Dollars ($10,000.00) in improvements per ten-year period.

30. COMMENCEMENT OF WORK

No work shall be performed by Lessee and the University shall not be bound until such time as this Contract is fully executed between the University and the Lessee and all required approvals are obtained.

31. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Lessee agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran’s Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Lessee agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Lessee agrees not to discriminate in its employment practices and will perform under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by Lessee, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

32. RECORD RETENTION

The Lessee shall maintain all records in relation to this contract for a period of at least five (5) years after final payment.

33. ANTI-KICKBACK CLAUSE

The Lessee hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Lessee or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise
entitled.

34. CLEAN AIR ACT

The Lessee hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection University (EPA) List of Violating Facilities.

35. ENERGY POLICY AND CONSERVATION ACT

The Lessee hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

36. CLEAN WATER ACT

The Lessee hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection University (EPA) List of Violating Facilities.

37. ANTI-LOBBYING AND DEBARMENT ACT

The Lessee will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

38. GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in the RFP; and this contract. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

39. COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

40. ORDER OF PRECEDENCE

The Invitation for Bid and the Lessee's Bid, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the IFB and/or the Lessee's Bid, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the IFB and finally, the Lessee's Bid.
THUS DONE AND SIGNED AT ________________________ on this _____ day of _____, 20___, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES: ____________________________________________________________

________________________________________

T-MOBILE CENTRAL LLC SIGNATURE:

By: ________________________________________________

Title: ______________________________________________

THUS DONE AND SIGNED AT New Orleans, Louisiana on this __________ day of _____, 20___, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES: __________________________________________________________

________________________________________

UNIVERSITY OF NEW ORLEANS SIGNATURE:

By: ________________________________________________

Title: ______________________________________________
Item I.5. University of New Orleans’ request for approval of a lease with Cellco Partnership dba Verizon Wireless.

EXECUTIVE SUMMARY

UNO requests approval of a lease of roof space on the UNO Engineering Building to Cellco Partnership dba Verizon Wireless. Verizon will provide all labor, supervision, supplies, and transportation costs to install cellular antennae on the roof of the UNO Engineering Building.

Verizon will be responsible for maintenance and repairs to the Facility, including, but not limited to, receivers, transmitters and antennae, and to the premises where the Facility would be placed. Verizon will also be responsible for all operating expenses of the Facility, including utilities.

Verizon will pay UNO $49,894.78 annually for the lease, and with an annual adjustment of 2%.

The Lease will commence upon signature and will terminate on December 31, 2034. The agreement may be renewed for two additional 10-year periods with agreement of both parties.

RECOMMENDATION

It is requested that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of New Orleans’ request for approval of a lease with Cellco Partnership dba Verizon Wireless.

BE IT FURTHER RESOLVED, that University of New Orleans shall obtain final review and approval from UL System Staff, legal counsel, and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements prior to the execution of documents.

BE IT FURTHER RESOLVED, that Dr. Kathy Johnson, President of University of New Orleans, is hereby designated and authorized to execute any and all documents necessary to execute this agreement.

AND FURTHER, that University of New Orleans will provide the UL System Office with copies of all final executed documents for UL System and Board Files.
March 21, 2024

Dr. Richard J. Gallot, Jr.
President
The University of Louisiana System
1201 North Third Street
Baton Rouge, LA 70802

Re: University of New Orleans

Dear Dr. Gallot,

The University of New Orleans requests approval of Lease a Roof Space on Engineering Building on the University of New Orleans Campus to Cellco Partnership dba Verizon Wireless.

Thank you for your consideration.

Sincerely,

[Signature]

Kathy E. Johnson, Ph.D.
President
Lease of Roof Space on Engineering Building on The University of New Orleans Campus

1. CONTRACT

Be it known that the University of New Orleans (hereinafter sometimes referred to as "University") and Cellco Partnership dba Verizon Wireless (hereinafter sometimes referred to as "Lessee") do hereby enter into this contract under the following terms and conditions.

2. SCOPE OF SERVICE

Lessee hereby agrees to furnish the following services:

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The Lessee shall use the Premises to transmit and receive on frequencies as assigned by the FCC. No frequency shall be allowed to interfere with frequencies used by the University as part of its educational, research or public service missions, or otherwise to interfere with University’s parking control system, all of which are existing as of the Commencement Date. In addition, the Bidder will resolve technical interference problems with other University’s or other Lessee’s equipment located on or about the premises on the Commencement Date or any equipment that becomes attached on or about the Premises by Lessee at any future date.

Lessee’s antennae and/or equipment shall be shielded and grounded to prevent stray current and resulting electrolytic corrosion to any of University’s property or facilities.

Lessee’s equipment installations are to be on hot dipped or stainless-steel galvanized steel platforms elevated 2 feet – 6 inches (2’6") above the roof.

The Lessee is responsible for all maintenance and repairs necessary to the Facility, including, but not limited to, the BTS receivers, transmitters and antennae, and the Premises upon which the Facility is placed. Any roof work shall be done only by an University approved roofing company.

Lessee shall not install or permit installation of signs on or about the Premises other than those required by local, state or federal governmental agencies.

Facility

The University will provide space, Option C (~470 sf) on the roof of Engineering Building.

The Lessee shall be responsible for all required facility modifications, including any modifications that may be required to avoid any interference with the installation or operation of the currently
leased areas or operations of the University. Any modifications necessary to avoid disruption to the currently leased areas or operations of the University shall solely be the responsibility of the Lessee. All such facility modifications and/or changes must be approved by and shall immediately become the property of the University.

**Peaceful Possession**

University warrants to Lessee that University is the sole owner of the Premises and has the full right and authority to lease the Premises to Lessee hereunder. University covenants that for and in consideration of the amounts hereinafter stipulated to be paid by Lessee for the performance by Lessee of the covenants herein contained on the part and behalf of the Lessee to be performed, the Lessee shall be maintained in peaceful and undisturbed possession and enjoyment of the rights in the Premises granted herein during the primary term and any renewal thereof. University agrees to deliver, and Lessee agrees to accept the Premises in "As Is" Condition.

**Ownership and Risk of Loss**

Equipment provided by the Lessee will remain the property of the Lessee. The risk of loss for the equipment will be borne by the Lessee. The Lessee will hold the University harmless from any claims for personal injury, death or property damage resulting from the Lessee's operation of the proposed facility.

**Alterations to the Premises**

The Lessee will be granted the right to make at its expense additional improvements and alterations to the Premises, which it deems desirable or necessary, provided that a description of said improvements or alterations must be approved in advance in writing by the University, which approval shall not unreasonably be withheld, conditioned, or delayed. Lessee shall retain the right to remove the Facility, including BTS (Base Transceiver Station), receivers, transmitters, and antennas and all other of Lessee's property, provided that Lessee shall repair any damage to the Premises caused by such removal and except as otherwise provided herein, all other improvements and additions may, at the option of the Lessee, become and remain the property of the University. Equipment installations are to be on hot-dipped or stainless-steel galvanized steel platforms elevated 2 feet - 6 inches (2'6") above the roof.

**Repairs and Maintenance**

The Lessee will be responsible for all maintenance and repairs are necessary to the Facility, including but not limited to, the BTS, receivers, transmitters and antennas, and the Premises upon which the Facility is placed. Any roof work shall be done only by a UNO approved roofing company.

The Lessee shall have twenty-four hour, 7 days per week access to the Premises in order to make necessary repairs, however. Lessee and/or its personnel requiring 24/7 access will be required to pass security checks and be included in UNO card access where required. Buildings without card access are secured with key access. After-hour access will require coordination with and be through the UNO Police Department who will be available 24 hours per day, 7 days per week. Valid picture ID will be required. The University will provide Lessee with departmental telephone numbers and personnel to contact in an emergency so that twenty-four hour a day access to the Premises is possible. Lessee shall also have pedestrian and vehicular ingress and egress from such other property of University as needed for access to the Premises.
Operation Expenses and Coordination

The Lessee shall be responsible for all operating expenses of the proposed facility, including utilities. The facility will be metered separately, and all utility charges will be paid by the University and billed to the Lessee for prompt reimbursement.

The University shall use its best efforts to minimize alterations and repairs to the Premises which might interfere with, suspend cut-off or terminate access to or use of the Facility of the Lessee. Except in the case of an emergency, the University shall notify Lessee in writing at least three (3) business days in advance of any repairs, alterations, additions or improvements to be made with respect to the maintenance and operations of the Premises or of any planned utility or other shutdowns associated with the Premises. In no event shall University be liable to Lessee for any damages Lessee may incur as a result of University's activities on or about the Premises except to the extent there is physical damage to the Facility caused by the negligence or intentional misconduct of University, its employee, agents, representative or lessees.

3. CONTRACT MODIFICATIONS

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) Lessee change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to this contract.

4. HEADINGS

Descriptive headings in this contract are for convenience only and shall not affect the construction of this contract or meaning of contractual language.

5. LEASE PRICE

The lease price and consideration for this Agreement is made at the annual rate prescribed in the Lessee's Bid at an amount of Forty-Nine Thousand Eight Hundred Ninety-Four Dollars and Seventy Eight Cents ($49,894.78) with an annual adjustment of Two (%2) Percent.

6. PERMITS, LICENSES, TAXES, CODES, ETC

The Lessee will be responsible for all permits, licenses and taxes associated with the operation of Lessee’s enterprise, as well as compliance with all Federal, State and Local Laws and regulations relating to ownership and operation. State agencies are exempt from all State and local sales and use taxes.

7. TERMINATION

The University has the right to terminate this contract immediately for any of the following reasons: (a) misrepresentation by the Lessee; (b) Lessee’s fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Lessee towards an employee or agent of the State; (e) Lessee’s intentional violation of the Louisiana Procurement Code (La. R.S.
39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

8. TERMINATION OF THIS CONTRACT FOR CAUSE

The University may terminate this contract for cause based upon the failure of Lessee to comply with the terms and/or conditions of this contract, or failure to fulfill its performance obligations pursuant to this contract, provided that the University shall give the Lessee written notice specifying the Lessee's failure. If within thirty (30) days after receipt of such notice, the Lessee shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Lessee in default and this contract shall terminate on the date specified in such notice.

The Lessee may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of this contract, provided that the Lessee shall give the University written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect.

9. TERMINATION OF THIS CONTRACT FOR CONVENIENCE

The University may terminate this contract for convenience at any time (1) by giving sixty (60) days written notice to the Lessee of such termination; or (2) by negotiating with the Lessee an effective date. The Lessee shall pay the University revenues up to the date of termination.

The Lessee may terminate this contract for convenience at any time (1) by giving sixty (60) days written notice to the Lessee of such termination; or (2) by negotiating with the University an effective date. The Lessee shall pay the University revenues up to the date of termination.

10. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of this contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this contract, this contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

11. OWNERSHIP

All records, reports, documents, or other material related to this contract and/or obtained or prepared by the Lessee in connection with the performance of the services contracted for herein shall become the property of the University, and shall, upon request, be returned by the Lessee to the University, at the Lessee's expense, at termination or expiration of this contract.

All records, reports, documents and other material delivered or transmitted to the Lessee by the University shall remain the property of the University and shall be returned by the Lessee to the University at the Lessee's expense, at termination or expiration of this contract.

12. USE OF UNIVERSITY'S FACILITIES
Any property of the University furnished to the Lessee shall, unless otherwise provided herein, or approved by the University, be used only for the performance of this contract.

The Lessee shall be responsible for any loss or damage to property of the University and/or University which results from willful misconduct or lack of good faith on the part of the Lessee or which results from the failure on the part of the Lessee to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the University in like condition, except for normal wear and tear, to that in which it was furnished to the Lessee. Upon the occurrence of loss, or destruction of, or damage to property of the University, the Lessee shall notify the University thereof and shall take all reasonable steps to protect that property from further damage. Lessee shall not be responsible for loss or damage caused by unauthorized persons or acts of vandalism.

The Lessee shall surrender to the University all property of the University prior to settlement upon completion, termination, or cancellation of this contract. All references to the Lessee under this section shall include any of its employees, agents, or sublessee.

University warrants that facility is in compliance with all federal, state, and local laws at time of possession by Lessee. Lessee assumes no responsibility or liability for repairs or maintenance to university-owned structures, fixtures, or equipment unless such damage is caused by negligence of the Lessee. The University agrees to comply with all federal, state, and local (as applicable) building, facility, structural, and health codes (except as in regards to water quality and safety), laws, and regulations and shall hold Lessee harmless for such. University shall be responsible for all expenses related to maintaining or bringing the facility up to code; Lessee assumes no liability for bringing the facility, its equipment, or any structures up to code or compliance. Lessee assumes no liability for damages, injury, or death caused by University’s structures, fixtures, or equipment unless such claim was caused by Lessee’s negligence.

13. WAIVER

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by the written consent of both parties.

14. WARRANTIES

Lessee warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

Lessee further warrants that it has the right to provide and or license its product to the University and that it will operate in accordance with this contract. In the event of a material failure of Lessee’s product to function and operate, and/or failure by the Lessee to perform its obligations, in accordance with the terms and conditions of the contract that results in the termination of the contract for cause by the University, the University will not be obligated to compensate the Lessee of any costs incurred by Lessee.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15. INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts
of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.

Lessee shall be fully liable for the actions of its agents, employees, partners or sublessees and shall fully indemnify and hold harmless the University from suits, actions, damages and costs of every nature and description relating to personal injury and damage to real or personal tangible property caused by Lessee, its agents, employees, partners or sublessees in the performance of this contract, without limitation; provided, however, that the Lessee shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the University.

Lessee will indemnify, defend and hold the University harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the University in any action for infringement of a United States Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the University shall give the Lessee: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Lessee's sole expense, and (iii) assistance in the defense of any such action at the expense of Lessee. Where a dispute or claim arises relative to a real or anticipated infringement, the University may require Lessee, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Lessee shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) University's unauthorized modification or alteration of a Product, Material, or Service; (ii) University's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Lessee; (iii) University's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Lessee believes that it may be enjoined, Lessee shall have the right, at its own expense and sole discretion as the University's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the University the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the University up to the dollar amount of the Contract. Any injunction that is issued against the University which prevents the University from utilizing the Lessee's product in excess of six (6) months and for which the Lessee has not obtained for the University or provided to the University one of the alternatives set forth in the foregoing sentence is cause for the University to terminate the Contract. In the event of such termination, the University will not be obligated to compensate the Lessee for any costs incurred by the Lessee.

For all other claims against the Lessee where liability is not otherwise set forth in the contract as being without limitation, and regardless of the basis on which the claim is made, Lessee's liability for direct damages, shall be the greater of $100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Lessee under the Contract. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Lessee is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional
operating savings.

The University may, in addition to other remedies available to them at law or equity and upon notice to the Lessee, retain such monies from amounts due Lessee, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

16. INSURANCE AND BONDS

16.1. INSURANCE

Lessee will be required to provide the University with Certificates of adequate insurance indicating coverage required in the Invitation for Bid. The Lessee shall maintain the insurance for the full term of this contract. Failure to comply shall be grounds for termination of this contract.

17. LICENSES AND PERMITS

Lessee shall secure and maintain all licenses and permits and pay inspection fees required to do the work required to complete this contract, if applicable.

18. SEVERABILITY

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this contract are declared severable.

19. SUBLESSEES

The Lessee may enter into subcontracts with third parties for the performance of any part of the Lessee's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Lessee to the University for any breach in the performance of the Lessee's duties. The Lessee will be the single point of contact for all sublessee work.

20. SUBSTITUTION OF PERSONNEL

If, during the term of this contract, the Lessee or sublessee cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Lessee that every reasonable attempt shall be made to assign the personnel listed in the Lessee's bid.

The University shall reserve the right to require removal and replacement of any Contract personnel whose performance it considers unacceptable.

21. ASSIGNMENT

Lessee shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the University. This provision shall not be construed to prohibit the Lessee from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the University.
22. CODE OF ETHICS

The Lessee acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The Lessee agrees to immediately notify the University if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

23. CONFIDENTIALITY

The following provision will apply unless the University’s statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the University’s operations which are designated confidential by the University and made available to the Lessee in order to carry out this contract, shall be protected by the Lessee from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the University. The identification of all such confidential data and information as well as the University’s procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the University in writing to the Lessee. If the methods and procedures employed by the Lessee for the protection of the Lessee’s data and information are deemed by the University to be adequate for the protection of the University’s confidential information, such methods and procedures may be used, with the written consent of the University, to carry out the intent of this paragraph. The Lessee shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Lessee’s possession, is independently developed by the Lessee outside the scope of the contract or is rightfully obtained from third parties.

24. CONTRACT CONTROVERSIES

Any claim or controversy arising out of this contract shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673.

25. RIGHT TO AUDIT

The University’s Internal Auditors, the State of Louisiana Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

26. LESSEE’S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT

Lessee has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts.
27. LESSEE'S COOPERATION/CLOSE-OUT

The Lessee has the duty to fully cooperate with the University and provide any and all requested information, documentation, etc. to the University when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Lessee shall not limit or impede the University's right to audit or to withhold University owned documents.

28. SECURITY

Lessee's personnel will comply with all security regulations in effect at the University's premises, and externally for materials and property belonging to the University or to the project. Where special security precautions are warranted (e.g., correctional facilities), the University shall provide such procedures to the Lessee, accordingly. Lessee is responsible for promptly reporting to the University any known breach of security.

29. TERM OF CONTRACT

This Contract will commence on the date of execution and shall continue through December 31, 2034, unless otherwise terminated in accordance with the Termination provision of this Contract. At the option of the University and acceptance of the Lessee, this contract may be extended for four additional two (2) ten-year periods at the same prices, terms, and conditions provided the Lessee makes Ten Thousand Dollars ($10,000.00) in improvements per ten-year period.

30. COMMENCEMENT OF WORK.

No work shall be performed by Lessee and the University shall not be bound until such time as this Contract is fully executed between the University and the Lessee and all required approvals are obtained.

31. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Lessee agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Lessee agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Lessee agrees not to discriminate in its employment practices and will perform under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by Lessee, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

32. RECORD RETENTION

The Lessee shall maintain all records in relation to this contract for a period of at least five (5) years after final payment.

33. ANTI-KICKBACK CLAUSE

The Lessee hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which
provides that each Lessee or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

34. CLEAN AIR ACT

The Lessee hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection University (EPA) list of Violating Facilities.

35. ENERGY POLICY AND CONSERVATION ACT

The Lessee hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

36. CLEAN WATER ACT

The Lessee hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection University (EPA) List of Violating Facilities.

37. ANTI-LOBBYING AND DEBARMENT ACT

The Lessee will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

38. GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1651-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in the RFP; and this contract. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

39. COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

40. ORDER OF PRECEDENCE

The Invitation for Bid and the Lessee’s Bid, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the IFB and/or the Lessee’s Bid, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the IFB and finally, the Lessee’s Bid.
THUS DONE AND SIGNED AT ______________________ on this _____ day of _____, 20__, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES: 
________________________________________________________________________
________________________________________________________________________

VERIZON WIRELESS SIGNATURE: 
By: ____________________________
Title: __________________________

THUS DONE AND SIGNED AT New Orleans, Louisiana on this _________ day of _____, 20__, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES: 
________________________________________________________________________
________________________________________________________________________

UNIVERSITY OF NEW ORLEANS SIGNATURE: 
By: ____________________________
Title: __________________________
Item I.6. University of Louisiana System’s request for approval to establish LEQSF (8g) Endowed Professorships and Endowed First Generation Scholarships.

EXECUTIVE SUMMARY

In 1989, the Louisiana Legislature created the Louisiana Education Quality Support Fund (LEQSF), referred to as “8g,” which provides for multiple $20,000, $40,000, and $400,000 grants to be awarded upon receipt of $80,000, $60,000 or $600,000 in private donations for the establishment of endowed professorships and first-generation scholarships, graduate scholarships, or endowed chairs, respectively. The law further requires that the appropriate management board authorize the establishment of such endowments prior to submission to the Board of Regents for matching funds. The following endowments are requested for establishment:

**Grambling State University**
1. AKA-HBCU Endowed Scholarship Fund
2. Hunt Forest Products, LLC Endowed Scholarship
3. Joel L. Fletcher, Jr. and Ralph W.E. Jones Sr. Scholarship
4. Modestine Gill Knighton and Beaver Knighton Scholarship Fund
5. Rick Gallot Endowed Scholarship Fund
6. Diageo North America, Inc. Endowed Scholarship Fund
7. Annie McConnell Brown Endowed Scholarship
8. Dr. Neari F. Warner Endowed Student Scholarship
9. Miechelle O. Willis Endowed Student Athletic Scholarship
10. The Councilman Joe Shyne Endowed Professorship for Nursing Practice of the College of Professional Studies

**Nicholls State University**
11. Jeanne P. Murphy Professorship in the College of Education & Behavioral Sciences in the Bridge to Independence Program

RECOMMENDATION

It is recommended that the following resolution be adopted:

**NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the requests from System institutions to establish LEQSF (8g) Endowed Professorship and Endowed First Generation Scholarships noted above.**
MEMORANDUM TO THE LOUISIANA BOARD OF SUPERVISORS OF THE UNIVERSITY OF LOUISIANA SYSTEM

SUBJECT: REQUEST FOR THE APPROVAL TO ESTABLISH ENDOWED SCHOLARSHIPS

Grambling State University is pleased to submit for the Board of Supervisors’ review and approval the required documents to establish the following Endowed Scholarships:

- AKA-HBCU Endowed Scholarship Fund
- Hunt Forest Products, L.L.C. Endowed Scholarship
- Joel L. Fletcher, Jr. and Ralph W.E. Jones Sr. Scholarship
- Modestine Gill Knighton and Beaver Knighton Scholarship Fund
- Rick Gallot Endowed Scholarship Fund
- Diageo North America, Inc. Endowed Scholarship Fund

The university has private funds in the amount of $80,000 or more for each endowment and is hereby requesting $20,000 in matching funds ($100,000) from the Board of Regents to establish the original principle for the endowed programs.

The following scholarships were established before 2016 and have private funds of $60,000. Grambling State University is requesting $40,000 in matching funds at the prior 60:40 matching rate.

- Annie McConnell Brown Endowed Scholarship
- Dr. Neari F. Warner Endowed Student Scholarship
- Miechelle O. Willis Endowed Student Athletic Scholarship
- The Councilman Joe Shyne Endowed Professorship for Nursing Practice of the College of Professional Studies

The required properly executed affidavit, as well as, the proposal for use and management of these funds is attached.

If approved by the Board of Supervisors, please forward these documents to the Board of Regents for further action.

Your approval of this request is appreciated.

Sincerely,

Connie R. Walton, Ph.D.
Interim President
<table>
<thead>
<tr>
<th>Campus</th>
<th>Rank</th>
<th>Professorship Name</th>
<th>Previous or New Request?</th>
<th>Non-State Contribution</th>
<th>BoRSF Match Requested</th>
<th>Notes Submitted to BOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>GSU 1</td>
<td>1</td>
<td>Miechelle O. Willis Endowed Student Athletic Scholarship</td>
<td>New</td>
<td>$69,000.00</td>
<td>$40,000.00</td>
<td>Requesting 1 slot at the 60/40 rate</td>
</tr>
<tr>
<td>GSU 2</td>
<td>2</td>
<td>AKA-HBCU Endowed Scholarship Fund</td>
<td>New</td>
<td>$150,000.00</td>
<td>$20,000.00</td>
<td>Requesting 1 slot at the 80/20 rate</td>
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<tr>
<td>GSU 3</td>
<td>3</td>
<td>The Modestine Gill Knighton and Beaver Bishop Knighton Scholarship Fund</td>
<td>New</td>
<td>$130,000.00</td>
<td>$20,000.00</td>
<td>Requesting 1 slot at the 80/20 rate</td>
</tr>
<tr>
<td>GSU 4</td>
<td>4</td>
<td>Hunt Forest Products, L.L.C. Endowed Scholarship</td>
<td>New</td>
<td>$100,000.00</td>
<td>$20,000.00</td>
<td>Requesting 1 slot at the 80/20 rate</td>
</tr>
<tr>
<td>GSU 5</td>
<td>5</td>
<td>Joe L. Fletcher, Jr. and Ralph W. E. Jones Sr. Scholarship</td>
<td>New</td>
<td>$100,000.00</td>
<td>$20,000.00</td>
<td>Requesting 1 slot at the 80/20 rate</td>
</tr>
<tr>
<td>GSU 6</td>
<td>6</td>
<td>Rick Gallot Endowment</td>
<td>New</td>
<td>$100,000.00</td>
<td>$20,000.00</td>
<td>Requesting 1 slot at the 80/20 rate</td>
</tr>
<tr>
<td>GSU 7</td>
<td>7</td>
<td>Annie McConnell Brown Endowed Scholarship</td>
<td>New</td>
<td>$60,000.00</td>
<td>$40,000.00</td>
<td>Requesting 1 slot at the 60/40 rate</td>
</tr>
<tr>
<td>GSU 8</td>
<td>8</td>
<td>Dr. Neari F. Warner Endowed Student Scholarship</td>
<td>Previous</td>
<td>$1,000,000.00</td>
<td>$480,000.00</td>
<td>Previously matched. Requesting 12 additional slots at 60/40 rate</td>
</tr>
<tr>
<td>GSU 9</td>
<td>9</td>
<td>The Councilman Joe Shyne Endowed Professorship for Nursing Practice of the College of Professional Studies</td>
<td>Previous</td>
<td>$120,000.00</td>
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<td>Matched in 2020-2021. Requesting 1 additional slot from additional donations at 80/20 rate</td>
</tr>
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</table>
AFFIDAVIT

The State of Louisiana

Parish of Lincoln

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.

2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of $69,000 as a match for the establishment of Miechelle O. Willis Endowed Student Athletic Scholarship.

3. The source of these funds is from Miechelle O. Willis Endowed Student Athletic Scholarship.

STATE OF LOUISIANA

PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE ME,

on the 13th day of March, 2024

(Signature)
Bruce Rushing
VP Commercial Relationship Banker
(Official Title)
Origin Bank
(Official Organization)

My Commission expires:

Elizabeth K. Johnson
Notary No. 039440
Notary Public, Lincoln Parish, Louisiana
My Commission is for Life
Endowed Scholarship Program
Donor Statement of Understanding

Miechelle O. Willis Endowed Student Athletic Scholarship

1. We have been fully informed and accept that the Board of Regents will match an
endowed scholarship at Grambling State University.

2. We have reviewed, understand, and accept the Program Policy and Investment Policy
provisions relative to retention of corpus, principal and expendable funds, expenditure of
income and other administrative conditions related to provisions of Board of Regents
Support matching funds.

3. We have reviewed, understand and accept Grambling State University’s internal
standards and process for selecting the student recipients of Regents Support Fund-
Matched endowed scholarships.

Custodian

Campus Representative
<table>
<thead>
<tr>
<th>Donor Name</th>
<th>Gift Date</th>
<th>Start Date</th>
<th>End Date</th>
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ENDOWED GIFT AGREEMENT

Miechelle O. Willis Endowed Student Athletic Scholarship

December 27, 2010

To Establish the “Miechelle O. Willis Endowed Student Athletic Scholarship”

I. INTRODUCTION

Miechelle O. Willis has agreed to establish an Endowed Undergraduate Student Scholarship in the amount of $10,000 with Grambling State University in accordance with the provisions outlined below.

II. NAME OF FUND

The name of the Fund shall be the Miechelle O. Willis Endowed Student Athletic Scholarship.

III. ESTABLISHMENT OF FUND

This Fund shall be deemed established when:

This Gift Agreement has been reviewed, signed, dated and returned to Grambling State University by Miechelle O. Willis for appropriate University official signatures.

IV. PURPOSE AND USE OF FUND

A. General Purpose

This Fund shall be used to provide scholarships to deserving undergraduate students who are members of the Grambling State University Varsity Women’s Track Team.
Gift Agreement – To Establish the Miechelle O. Willis Endowed Student Athletic Scholarship

Page Two

B. Criteria and Selection Process

A Scholarship Awards Committee will determine the process for evaluating candidates and selecting recipients for the scholarship.

The donor has expressed the following:

The distribution from this fund shall be used to supplement the grant-in-aid scholarship costs of an intercollegiate student-athlete pursuing an undergraduate degree at Grambling State University and is a member of the varsity women’s track team.

The award is open only to intercollegiate student athlete who is a member of the varsity women’s track team.

The recipient shall be identified and selected by the Athletic Department.

V. ADMINISTRATION OF FUND

A. Funding

On May 19, 2008, Miechelle O. Willis donated $10,000 to Grambling State University via the Grambling Black & Gold Foundation, Inc. to fund this endowment.

B. Disbursement of Funds

Grambling State University will disburse the Funds.

The Scholarship Fund’s expendable distribution will be determined from time-to-time under the terms of the Endowment Expenditure Policy as established by Grambling Black & Gold Foundation, Inc. Total return earned by the Fund in excess of the amount approved for distribution shall be retained in the Fund principal to protect the Fund from the effects of inflation and to allow for growth. Any unexpended distribution from the previous year may be combined with that of the current year for spending purposes or added to the Fund principal.
C. Administration of the Endowment

The establishment and administration of the Endowment will comply with current endowment policies of Grambling Black & Gold Foundation, Inc. Although the Endowment is intended to exist in perpetuity, unforeseen circumstances may alter or remove a designated subject area from the campus academic plan. In such an event, the President of the University is authorized to re-designate the purpose of this Endowment, to provide student support in an area closely related to Donor’s interests and intentions. The funds for this endowment shall be disclosed as required by applicable law and accounting principles. This gift may be publicized by Grambling Black & Gold Foundation, Inc.

D. Fiduciary Responsibility

This fund shall be invested and income shall be treated and expended in accordance with Grambling Black & Gold Foundation, Inc Investment Policy. Responsibility for governance and investment of these endowment funds is vested in Grambling State University and the appropriate university officials.
VI. ACCEPTANCES

THIS AGREEMENT entered into on this the 21st of January, 2011.

By: Miechelle O. Willis, Donor

By: Endowment Coordinator

By: Director for Financial Aid and Scholarships

By: Vice President for Institutional Advancement

By: President GSU
AFFIDAVIT

The State of Louisiana

Parish of Lincoln

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.

2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of $150,000 as a match for the establishment of AKA-HBCU Endowed Scholarship Fund.

3. The source of these funds is from AKA-HBCU Endowed Scholarship Fund.

STATE OF LOUISIANA
PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE ME,

on the 13th day of March, 2024

(Signature)

Bruce Rushing
VP Commercial Relationship Banker

(Official Title)

Origin Bank

(Official Organization)

My Commission expires: Elizabeth K. Johnson
Notary No. 039240
Notary Public, Lincoln Parish, Louisiana
My Commission is for Life
March 8, 2024

Endowed Scholarship Program
Donor Statement of Understanding

AKA-HBCU Endowed Scholarship Fund

1. We have been fully informed and accept that the Board of Regents will match an endowed scholarship at Grambling State University.

2. We have reviewed, understand, and accept the Program Policy and Investment Policy provisions relative to retention of corpus, principal and expendable funds, expenditure of income and other administrative conditions related to provisions of Board of Regents Support matching funds.

3. We have reviewed, understand and accept Grambling State University’s internal standards and process for selecting the student recipients of Regents Support Fund-Matched endowed scholarships.

Custodian

Campus Representative
## Endowment Contributions

### BG0350 - GUF-AKA-HBCU Endowed Scholarship Fund

<table>
<thead>
<tr>
<th>Donor Name</th>
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**Total Contributions**

$150,000.00
ENDOWMENT AGREEMENT
AKA-HBCU ENDOVED SCHOLARSHIP FUND

This Endowment Agreement ("Agreement") dated this 28th day of February, 2019 between Alpha Kappa Alpha Educational Advancement Foundation, an Illinois not-for-profit corporation ("EAF" or "Donor") located at 5656 S. Stony Island Avenue, Chicago, IL 60637, and Grambling State University ("University") located at 403 Main Street, Grambling, Louisiana 71245, establishes the AKA-HBCU ENDOVED SCHOLARSHIP FUND in perpetuity to become effective upon the University’s receipt of the gift described in Section 3 below.

1. **Purpose.** The purpose of the AKA-HBCU ENDOVED SCHOLARSHIP FUND ("Endowment Fund") is to provide scholarship support to qualified, deserving full-time undergraduate students as determined by the University. These scholarships will strengthen the academic environment at the University, improve the University’s image and attract academically prepared students within the University.

2. **Donor.** Alpha Kappa Alpha Educational Advancement Foundation, Incorporated – Ms. Erika V. Everett, Executive Director
   Address: 5656 South Stony Island Ave, Chicago, Illinois 60637
   Phone: 773-947-0026
   Email: EEverett@akaef.net
   State Relationship to the Name/Purpose of the Endowment: Alpha Kappa Alpha Educational Advancement Foundation, a 501(c)3, charitable organization, was founded in 1980 by Alpha Kappa Alpha Sorority, Incorporated, an organization with a rich and distinguished history of service that spans over a century. Alpha Kappa Alpha Sorority was the first Greek letter organization of its kind. Alpha Kappa Alpha Sorority has awarded scholarships to deserving students since 1914.

   Donor or such other person(s) as Donor may designate by written notice to Grambling State University, will serve as the contact person for this endowment.

3. **Funding.** The Endowment Fund will be funded with an initial irrevocable gift of $50,000. The Donor reserves the right to increase the Endowment Fund through additional gifts and hereby consents to additional contributions to the Endowment Fund by any individual, corporation, foundation, trust, estate, or other legal entity through individual gift, bequest or other gift vehicle. All such additional contributions, if not specified for current expenditure, shall
be added to the principal of the Endowment Fund and shall be subject to the provisions of this Agreement.

4. **Distributions.** Distributions from the Endowment Fund may be made only from income earned by the Endowment Fund consistent with the University’s then current endowment spending policy. The distributions, subject to the limitations set forth in this Agreement, shall be used to provide the scholarships specified in this Agreement (the “Scholarships”) and to pay any administrative fees and costs. There shall be no distributions from principal. The Endowment Fund shall be perpetual. In any year in which there are no qualified uses for income generated from the Endowment Fund, income may be accumulated.

5. **Investment Authority.** The Endowment Fund shall be managed and invested in accordance with the investment policies and guidelines of the University as established from time to time by the University. The monies of the Endowment Fund may be pooled/commingled with other endowment funds held by the University for Investment Purposes. However, at all times, the Endowment Fund shall be separately accounted for in the University’s books and records.

6. **Administration of the Fund.** The Endowment Fund is to be administered by the University in accordance with the policies and procedures of the University as established from time to time provided however the Scholarships and contributions for administrative costs including any endowment fee may only be taken from the income generated from the Endowment Fund.

7. **Endowment Fee.** To defray its expenses related to the holding, safeguarding, investing and maintaining of the assets in the Endowment Fund and with respect to the disbursement of the Scholarships, the University may charge an endowment fee in accordance with the policy established from time to time by the University.

8. **Scholarship Eligibility.** The University shall select the Scholarship recipients using the following criteria:

   a. **Scholarship Criteria.** The University shall determine the Scholarship criteria and shall select the Scholarship recipients provided all Scholarship recipients must be enrolled as full-time undergraduate students at the University in good academic standing. A Scholarship recipient is eligible for renewal consideration if he/she continues to meet the scholarship criteria set forth above and applies for renewal.

   b. **Number and Monetary Amount of Scholarships.** The University will determine the number of Scholarships to be awarded and the dollar value of the Scholarships based on the available income from the Endowment Fund.

   c. **Timing of awards.** The University will determine when and how often Scholarships will be awarded (provided unless current or future University policy mandates otherwise, the University will award Scholarship(s) at least annually if qualified
candidates are available and if there is available income from the Endowment Fund.

9. **Annual Reports.** The University shall provide the Donor with an annual report outlining the distribution and management of the Endowment Fund which shall include the names of the Scholarship recipients and current information about the Scholarship recipient selection process. The University will encourage Scholarship recipients to express in writing to Donor their personal appreciation for Donor's generous financial support.

10. **Dispute Resolution.** In the event of a dispute arising out of or in relation to the terms of this Agreement, representatives of Donor and the University shall meet and endeavor to settle the dispute in an amicable manner through mutual consultation. If, after good faith efforts have been made to resolve any dispute(s), such persons are unable to resolve the dispute(s) in a satisfactory manner within thirty (30) days, the parties may seek other remedies.

11. **Representatives and Successors Bound.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their lawful successors.

12. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State where the principal office of the University is located.

13. **Contingent Use of the Endowment.** Should it become clear in future years that the purpose of the Endowment Fund as stated in this Agreement is no longer necessary, practical, desirable or possible to perform, the University, after consultation with the Donor if the Donor is still in existence, shall designate the Endowment Fund for a substitute purpose that is reasonably consistent with and similar to the original intention of the Donor at the time this Agreement was executed. In any such alternate application of the Endowment Fund, the funding source shall be clearly identified as the Endowment Fund.

14. ** Entire Agreement/Severability/Counterparts.** This Agreement supersedes all other prior discussions, representations, and agreements, whether oral or written, express or implied, between the parties relating to the matters contemplated herein and constitutes the entire agreement between the parties relating to the subject matter hereof. If any term, condition, or other provision of this Agreement is found to be invalid or incapable of being enforced by any court of competent jurisdiction, all other terms, conditions, and provisions of this Agreement shall nevertheless remain in full force and effect. This Agreement may be executed and delivered (including by facsimile or other electronic transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.
IN WITNESS WHEREOF, the parties hereto have signed this Endowment Fund Agreement effective as of the date first above written.

DONOR:

Alpha Kappa Alpha
Educational Advancement Foundation

By: [Signature]
Erika Everett, Executive Director

Date: 2/28/19

UNIVERSITY

Grambling State University

By: [Signature]

Printed Name: Richard J. Gallot Jr.
Title: President
Date: 2-28-19
AFFIDAVIT

The State of Louisiana

Parish of Lincoln

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.

2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of $130,000 as a match for the establishment of The Modestine Gill Knighton and Beaver Bishop Knighton Scholarship Fund.

3. The source of these funds is from The Modestine Gill Knighton and Beaver Bishop Knighton Scholarship Fund.

STATE OF LOUISIANA

PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE ME,

on the 13th day of March, 2024

(Seal)

Signature

NOTARY PUBLIC

My Commission expires: Elizabeth K. Johnson

Notary Public, Lincoln Parish, Louisiana

(Official Title)

Origin Bank

(Signature)

Bruce Rushing

Notary Public, Lincoln Parish, Louisiana

My Commission is for Life
March 8, 2024

Endowed Scholarship Program
Donor Statement of Understanding

The Modestine Gill Knighton and Beaver Bishop Knighton Scholarship Fund

1. We have been fully informed and accept that the Board of Regents will match an endowed scholarship at Grambling State University.

2. We have reviewed, understand, and accept the Program Policy and Investment Policy provisions relative to retention of corpus, principal and expendable funds, expenditure of income and other administrative conditions related to provisions of Board of Regents Support matching funds.

3. We have reviewed, understand and accept Grambling State University’s internal standards and process for selecting the student recipients of Regents Support Fund-Matched endowed scholarships.

Kimberly V. Hampton
President, MMITL Foundation

[Signature]

Campus Representative
### Endowment Contributions

**BG0386 - GUF-The Modestine Gill Knighton and Beaver Bishop Knighton Scholarship**

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**Total Contributions**

$130,000.00
MEMORANDUM OF UNDERSTANDING
CONCERNING SCHOLARSHIP SUPPORT FOR
GRAMBLING STATE UNIVERSITY

MODESTINE GILL KNIGHTON AND BEAVER BISHOP KNIGHTON FUNDS

It is the intention of the MMTL Foundation ("Donor") to establish an endowment fund and an operating fund through the Grambling University Foundation Inc. (the "Grambling Foundation") to provide scholarship support for the benefit of Grambling State University ("Grambling"), to be used according to the following terms and conditions:

1. **NAME**: The name of the endowed fund (the "Endowment Fund") shall be:

THE MODESTINE GILL KNIGHTON AND BEAVER BISHOP KNIGHTON SCHOLARSHIP ENDOWMENT FUND.

The name of the operating fund (the "Operating Fund") shall be:

THE MODESTINE GILL KNIGHTON AND BEAVER BISHOP KNIGHTON SCHOLARSHIP FUND-CURRENT USE.

The Endowment Fund and the Operating Fund are referred to in this Memorandum of Understanding (the "Memorandum") as the "Funds."

2. **PURPOSE**: The purpose of the Funds shall be to provide need-based scholarships to Grambling students who are in their sophomore, junior, or senior year of study. Scholarship recipients must be citizens of the United States. Scholarships are limited to students who maintain a grade-point average of 2.75 or better on a 4-point scale. Students from single-parent families will receive special consideration for scholarships, but this is not a pre-condition for selection. Students will be required to complete the Free Application for Student Federal Student Aid (FAFSA), which will be used to determine financial need. The scholarships shall be awarded in a non-discriminatory manner in terms of racial preference. The availability of scholarships funded by the Funds will be promoted by Grambling to the student body, outlining the
3. **FUNDING:** The Funds shall be established with a $50,000 gift by the MMTL Foundation on or before December 31, 2020. In order to provide scholarships at the earliest possible date, the Operating Fund shall be funded with $10,000, and the Endowment Fund shall be funded with the remaining $40,000. Matching funds in the amount of $40,000 from the Title III Matching Program and a request for matching funds in the amount of $20,000 from the Louisiana Board of Regents will be used to establish a total endowment of $100,000. Both Funds shall be open and capable of receiving additional contributions at any time; however, Donor shall be under no obligation to provide further funding.

4. **REPORTING:** Each June, and subject to applicable law, Grambling shall provide a report to the MMTL Foundation specifying the students who have been supported by the Funds, including the name, major, and grade point average of such students. If any such information cannot be reported to the MMTL Foundation, Grambling shall so notify the MMTL Foundation, provide as much of such information as is permissible under applicable law and specify with particularity the statute, rule or regulation that prohibits Grambling from reporting the omitted information. If known to Grambling, it shall also report whether each scholarship recipient is from a single-parent household. Grambling also shall report annually to the MMTL Foundation the market value, spending, and overall return of the Endowment Fund. The report shall include references to any student support services provided, if any portion of the operating fund is used in such manner.

5. **MANAGEMENT, INVESTMENT AND ADMINISTRATION:** The Funds shall be managed and invested by the Grambling Foundation in accordance with its investment policy statement, as in effect from time to time, and under other applicable guidelines established by the Grambling Foundation. The assets of the Endowment Fund may be commingled with other endowment assets managed by the Grambling Foundation for the purpose of investment, and separate accounting shall be maintained so that the amount of the original gift and of any additional gifts shall be clearly identified at all times.

In order to constitute an "endowment fund" under Grambling policy, the Endowment Fund must have a fair market value of at least $10,000. If the fair market value of the Endowment Fund falls below $10,000, or would fall below $10,000 as a result of a distribution, no distribution shall be made from the Endowment Fund until the fair market value of the
Endowment Fund is sufficiently in excess of $10,000 to support further distributions. In the event the Grambling Foundation reasonably determines that the Endowment Fund is unable to maintain a fair market value of $10,000 for a sustained period, then the Endowment Fund may, in the discretion of the Grambling Foundation, be converted from an endowment fund to an operating fund and used in accordance with the purposes set forth in Section 2 of this Memorandum.

All distributions from the Funds shall be used in accordance with the purposes described in Section 2 of this Memorandum. The Grambling Office of Financial Aid shall make the scholarship decisions with respect to the Funds. The Grambling Foundation may delegate administration (but not the management or investment responsibilities) of the Funds to one or more departments at Grambling.

6. **RECOGNITION AND PROMOTION**: To express Grambling's appreciation to the Donor, to enhance the Funds, and to help attract gifts for similar purposes, Grambling and the Grambling Foundation may make appropriate announcements through internal and external publications and to the media and give other recognition as suitable. Any announcement or other publication that identifies the Donor shall require the Donor's prior written consent.

7. **CHANGED CONDITIONS**: If, in the unlikely event it becomes impossible, impracticable, illegal or wasteful to fulfill the requirements of this Memorandum, the Board of Directors of the Grambling Foundation, in consultation with Grambling and the Donor, shall utilize the Funds so as to most nearly fulfill the Donor's original intent.

8. **FORMAL ACCEPTANCE**: The foregoing terms and conditions shall become effective upon an acceptance thereof by Grambling, the Grambling Foundation, and the Donor.

(signatures appear on next page)
ACCEPTED FOR THE GRAMBLING FOUNDATION:

Name: Marc A. Newman
Title: Vice President for Advancement, Research and Economic Development
Date: 6/1/20

ACCEPTED FOR THE DONOR:

Name: Kimberly V. Mann, Esq.
Title: President
Date: June 22, 2020

ACCEPTED FOR GRAMBLING:

Name: Richard J. Gallot, Jr., JD
Title: President
Date: 6-15-20

Name: Connie Walton, PhD
Title: Provost/Vice President for Academic Affairs
Date: June 11, 2020
AFFIDAVIT

The State of Louisiana

Parish of Lincoln

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.

2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of $100,000 as a match for the establishment of Hunt Forest Products, L.L.C. Endowed Scholarship.

3. The source of these funds is from Hunt Forest Products, L.L.C. Endowed Scholarship.

STATE OF LOUISIANA

PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE ME,

on the 13th day of March,
2024

Signature
(Seal)

NOTARY PUBLIC
My Commission expires:

Bruce Rushing
VP Commercial Relationship Banker

Origin Bank

Notary Public, Lincoln Parish, Louisiana
My Commission is for Life
March 8, 2024

Endowed Scholarship Program
Donor Statement of Understanding

Hunt Forest Products, L.L.C. Endowed Scholarship

1. We have been fully informed and accept that the Board of Regents will match an endowed scholarship at Grambling State University.

2. We have reviewed, understand, and accept the Program Policy and Investment Policy provisions relative to retention of corpus, principal and expendable funds, expenditure of income and other administrative conditions related to provisions of Board of Regents Support matching funds.

3. We have reviewed, understand and accept Grambling State University’s internal standards and process for selecting the student recipients of Regents Support Fund-Matched endowed scholarships.

[Signatures]

Custodian
Campus Representative
### Endowment Contributions

**BG0467 - GUF-Hunt Forest Products, L.L.C. Endowed Scholarship**

<table>
<thead>
<tr>
<th>Donor Name</th>
<th>Gift Date</th>
<th>Start Date</th>
<th>End Date</th>
<th>Contributions</th>
</tr>
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<tr>
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<td>06/08/2023</td>
<td>06/08/2023</td>
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</table>

**Total Contributions**  
$100,000.00
To Establish the “Hunt Forest Products, L.L.C. Endowed Scholarship”

I. INTRODUCTION

Hunt Forest Products, L.L.C. has agreed to establish an endowed undergraduate student scholarship fund in the amount of $100,000.00 with Grambling State University in accordance with the provisions outlined below.

II. NAME OF FUND

The name of the fund shall be the Hunt Forest Products, L.L.C. Endowed Scholarship.

III. ESTABLISHMENT OF FUND

This fund shall be deemed established when:

This gift agreement has been reviewed, signed, dated and returned to Grambling State University by Hunt Forest Products, L.L.C., for appropriate official University signatures.

IV. PURPOSE AND USE OF FUND

A. General Purpose

This fund shall be used to make a lasting difference by helping deserving students alleviate the financial burden of college.

B. Criteria and Selection Process

A Grambling State University Scholarship Awards Committee will determine the process for evaluating and selecting candidates for the scholarship based on the following conditions: (a) candidates must be enrolled full time at GSU and in good academic standing; (b) candidates must major or have area of study in Engineering Technology, Computer Science, Accounting or Management; (c) candidates must have a minimum GPA of 3.0 on a 4.0 grading scale; and (d) candidates must have a financial need; (e) children of employees at Hunt Forest Products, L.L.C. eligible
Gift Agreement – Establishing the Hunt Forest Products, L.L.C. Endowed Scholarship

Page Two

for the scholarship and will receive priority consideration notwithstanding other outlined eligibility requirements; (f) Hunt Forest Products, L.L.C. may provide an optional full-time summer internship the same academic year that the student is the recipient of the scholarship

V. ADMINISTRATION OF FUND

A. Funding

The donor has a maximum of five years to reach the amount required for the endowed scholarship ($100,000). The minimal amount should be reached by December 31, 2027. At the end of the period, if the donor has not met the minimal amount required, the University President, in consultation with the Grambling University Foundation Board, shall determine the use for the fund and any income accumulated therein, that most closely resembles the purpose set out in the gift agreement.

B. Disbursement of Funds

Grambling State University will disburse the funds.

Hunt Forest Products, L.L.C. intends for the endowment fund, including all realized and unrealized capital appreciation and depreciation generated by the endowment fund, to exist in perpetuity with the accumulated disbursements being made available to support the general purpose of the fund as described in Section IV above. The disbursements, a percentage of the fair market value of the endowment fund as determined from time to time under the terms of the Endowment Expenditure Policy as established by Grambling University Foundation, Inc. will be maintained solely for the benefit of the endowment fund. The disbursements, which may from time to time exceed the net income generated by the endowment fund, will be distributed monthly, and will be distributed in full even if the fair market value of the endowment fund falls below the value of the gift unless the Grambling University Foundation, Inc. decides to the contrary.

C. Administration of the Endowed Scholarship

The establishment and administration of the endowment will comply with current endowment policies of Grambling University Foundation, Inc. Although the endowment is intended to exist in perpetuity, unforeseen circumstances may alter or remove a designated subject area from the campus academic plan. In such an event, the President of the University is authorized to re-designate the purpose of the endowment, to provide student support in an area closely related to the donor’s interests and intentions. These endowment funds may be merged or commingled with other funds held by the Grambling University Foundation, Inc. for investment
purposes in accordance with the policies of the Grambling University Foundation, Inc. At all times, these endowment funds shall be separately accounted for in the Foundation’s books and records. The funds for this endowment shall be disclosed as required by applicable law and accounting principles. This gift may be publicized by Grambling University Foundation, Inc. Representative of the fund will receive announcement of the award recipients (to include name and contact information).

D. Fiduciary Responsibility

This fund shall be invested and income shall be treated and expended in accordance with Grambling University Foundation, Inc. Investment Policy. Responsibility for governance and investment of these endowment funds is vested in Grambling State University and the appropriate university officials.

E. Recognition by the University

To honor Hunt Forest Products, L.L.C., and to express the appreciation of the Grambling University Foundation, Inc. and Grambling State University, publicity in the form of news announcements, both internal and external, will be made with the permission of Hunt Forest Products, L.L.C.

F. Additional Gifts

Hunt Forest Products, L.L.C. reserves the right to increase the endowment fund through additional gifts and hereby consents to additional contributions to the endowment fund by any individual, corporation, foundation, trust, estate or other legal entity through individual gift, bequest or other gift vehicle, and all gifts so designated shall be subject to the provisions of this endowed gift agreement.

VI. DEFINITIONS

Donor – A person who donates money to a fund or establishes the endowment.

Custodian – The guardian or steward that has the responsibility of looking after the endowment.
VII. ACCEPTANCES

THIS AGREEMENT entered into

By: Lloyd "Richie" LeBlanc, President
    06/05/2023

By: Brandon A. Logan, Interim Vice President for
    University Advancement and Innovation
    6/6/23

By: Alan Jackson, Director for Student Financial Aid
    and Scholarships
    6/6/23

By: Connie Walton, Provost/Vice President
    for Academic Affairs
    06/06/2023

By: Richard J. Gallot, Jr., President
    Grambling State University
    6-8-23
AFFIDAVIT

The State of Louisiana
Parish of Lincoln

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.

2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of $100,000 as a match for the establishment of Joel L. Fletcher, Jr. and Ralph W. E. Jones Sr. Scholarship.

3. The source of these funds is from Joel L. Fletcher, Jr. and Ralph W. E. Jones Sr. Scholarship.

STATE OF LOUISIANA
PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE ME,

on the __th day of __, __________

Signature
(Seal)

NOTARY PUBLIC
My Commission expires: Notary No. 009140
Notary Public, Lincoln Parish, Louisiana
My Commission is for Life

(Signature)

Bruce Rushing
(Official Title)

Origin Bank
(Official Organization)
March 8, 2024

Endowed Scholarship Program
Donor Statement of Understanding

Joel L. Fletcher, Jr. and Ralph W. E. Jones Sr. Scholarship

1. We have been fully informed and accept that the Board of Regents will match an endowed scholarship at Grambling State University.

2. We have reviewed, understand, and accept the Program Policy and Investment Policy provisions relative to retention of corpus, principal and expendable funds, expenditure of income and other administrative conditions related to provisions of Board of Regents Support matching funds.

3. We have reviewed, understand and accept Grambling State University’s internal standards and process for selecting the student recipients of Regents Support Fund-Matched endowed scholarships.

Custodian

Campus Representative
## Endowment Contributions

### BG0483 - GUF-Joel L. Fletcher, Jr. and Ralph W. E. Jones, Sr. Scholarship

<table>
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<tr>
<th>Donor Name</th>
<th>Gift Date</th>
<th>Start Date</th>
<th>End Date</th>
<th>Contributions</th>
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<tbody>
<tr>
<td>NEVELS, PAUL D</td>
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<td>10/13/2023</td>
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**Total Contributions**

$100,000.00
GRAMBLING UNIVERSITY FOUNDATION, INC
ENDOWED GIFT AGREEMENT

Joel L. Fletcher, Jr. and Ralph W. E. Jones Sr. Scholarship

September 27, 2023

To Establish the “Joel L. Fletcher, Jr. and Ralph W. E. Jones Sr. Scholarship”

I. INTRODUCTION

Mr. Paul D. Nevols, grandson of Joel L. Fletcher Jr., has agreed to establish an endowed undergraduate student scholarship fund in the amount of $100,000.00 with Grambling State University in accordance with the provisions outlined below.

II. NAME OF FUND

The name of the fund shall be the Joel L. Fletcher Jr. and Ralph W. E. Jones Sr. Scholarship.

III. ESTABLISHMENT OF FUND

This fund shall be deemed established when:

This gift agreement has been reviewed, signed, dated and returned to Grambling State University by Mr. Paul D. Nevols for appropriate official University signatures.

IV. PURPOSE AND USE OF FUND

A. General Purpose

This fund shall be used to benefit students in the College of Education’s Call Me Mister Program.

B. Criteria and Selection Process

A Grambling State University Scholarship Awards Committee will determine the process for evaluating and selecting candidates for the scholarship based on the following conditions: (a) candidates must be enrolled full time at GSU and in good academic standing; (b) candidates must have a minimum GPA of 3.0 on a 4.0 grading scale; and (c) candidates must major in Teacher Education.

The scholarship is non-renewable.
V. ADMINISTRATION OF FUND

A. Funding

The donor has a maximum of five years to reach the amount required for the endowed scholarship ($100,000). The minimal amount should be reached by December 31, 2028. At the end of the period, if the donor has not met the minimal amount required, the University President, in consultation with the Grambling University Foundation Board, shall determine the use for the fund and any income accumulated therein, that most closely resembles the purpose set out in the gift agreement.

B. Disbursement of Funds

All gifts to the endowed fund are to be held by the Grambling University Foundation in perpetuity. The management, investment, and expenditure of endowed funds is done in accordance with policies and procedures adopted by the Grambling University Foundation. Endowed funds are maintained as separate, named accounts but are combined into a pool for investment purposes. The Grambling University Foundation Board employs an investment strategy that is designed to protect endowment principal and provide a stable and predictable level of annual return. This total return is expected to include the amount designated by the Grambling University Foundation's current spending policy, a reasonable appreciation of principal in excess of inflation and a portion to be added back to the principal in order to allow for continued growth of the fund. However, the donor and custodian are aware and hereby acknowledges that endowments may, over time, incur both capital gains and losses, depending upon the investment environment. It is anticipated, based on long-term historical patterns, that gains will exceed losses. The Grambling University Foundation and its investment manager will assess management and/or investment fees in accordance with the fee schedule of the Foundation.

C. Administration of the Endowed Scholarship

The establishment and administration of the endowment will comply with current endowment policies of Grambling University Foundation, Inc. Although the endowment is intended to exist in perpetuity, unforeseen circumstances may alter or remove a designated subject area from the campus academic plan. In such an event, the President of the University is authorized to re-designate the purpose of the endowment, to provide student support in an area closely related to the donor’s interests and intentions. These endowment funds may be merged or commingled with other funds held by the Grambling University Foundation, Inc. for investment purposes in accordance with the policies of the Grambling University Foundation, Inc. At all times, these endowment funds shall be separately accounted for in the Foundation’s books and records. The funds for this endowment shall be disclosed as required by applicable law and accounting principles. This gift may be publicized by Grambling University Foundation, Inc. A representative of the fund will receive an announcement of the award recipients (to include name and contact information).
D. Fiduciary Responsibility

This fund shall be invested and income shall be treated and expended in accordance with Grambling University Foundation, Inc. Investment Policy. Responsibility for governance and investment of these endowment funds is vested in Grambling State University and the appropriate university officials.

E. Recognition by the University

To honor Joel L. Fletcher Jr. and Ralph W.E. Jones Sr., and to express the appreciation of the Grambling University Foundation, Inc. and Grambling State University, publicity in the form of news announcements, both internal and external, will be made with the permission of Mr. Paul D. Nevels.

F. Additional Gifts

Mr. Paul D. Nevels reserves the right to increase the endowment fund through additional gifts and hereby consents to additional contributions to the endowment fund by any individual, corporation, foundation, trust, estate or other legal entity through individual gift, bequest or other gift vehicle, and all gifts so designated shall be subject to the provisions of this endowed gift agreement.

VI. DEFINITIONS

Donor — A person who donates money to a fund or establishes the endowment.

Custodian — The guardian or steward that has the responsibility of looking after the endowment.
VII. ACCEPTANCES

THIS AGREEMENT entered into

By: Paul D. Novels, Donor and Custodian

By: Brandon A. Logan, Vice President for University Advancement and Innovation

By: Alan Jackson, Director for Student Financial Aid and Scholarships

By: Connie Walton, Provost/Vice President for Academic Affairs

By: Richard J. Gallo, Jr., President Grambling State University

Date

9/27/2023

9/27/23

Date

10/02/2023

10-2-23
AFFIDAVIT

The State of Louisiana
Parish of Lincoln

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.

2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of $100,000 as a match for the establishment of the Rick Gallot Endowment.

3. The source of these funds is from the Rick Gallot Endowment.

STATE OF LOUISIANA
PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE ME,

on the 13th day of March, 2024

[Signature]
Bruce Rushing
VP Commercial Relationship Banker
(Official Title)

[Signature]
(Official Organization)

My Commission expires:

[Signature]
Elizabeth K. Johnson
Notary Public, Lincoln Parish, Louisiana
Notary No. 039410
My Commission is for Life
March 8, 2024

Endowed Scholarship Program
Donor Statement of Understanding

Rick Gallot Endowment

1. We have been fully informed and accept that the Board of Regents will match an endowed scholarship at Grambling State University.

2. We have reviewed, understand, and accept the Program Policy and Investment Policy provisions relative to retention of corpus, principal and expendable funds, expenditure of income and other administrative conditions related to provisions of Board of Regents Support matching funds.

3. We have reviewed, understand and accept Grambling State University’s internal standards and process for selecting the student recipients of Regents Support Fund-Matched endowed scholarships.

Custodian

Campus Representative
## Endowment Contributions

### BG0501 - GUF-Richard "Rick" Gallot, Jr. Endowment

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<th>Donor Name</th>
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**Total Contributions**

$100,000.00
To Establish the Rick Gallot Endowment

I. INTRODUCTION

Earvin Johnson, Jr. has agreed to establish an endowed undergraduate student scholarship fund with Grambling State University in the amount of $100,000.00 in accordance with the provisions outlined below.

II. NAME OF FUND

The name of the fund shall be the Rick Gallot Endowment.

III. ESTABLISHMENT OF FUND

This fund shall be deemed established when:

This gift agreement has been reviewed, signed, dated and returned to Grambling State University by Mr. Rick Gallot for appropriate official University signatures.

IV. PURPOSE AND USE OF FUND

A. General Purpose

This fund shall be used to provide scholarships to academically deserving full-time undergraduate students to assist them in their pursuit of obtaining a college education.

B. Criteria and Selection Process

A Grambling State University Scholarship Awards Committee will determine the process for evaluating and selecting candidates for the scholarship based on the following conditions: (a) candidates must be enrolled full time at GSU and in good academic standing; (b) candidates must demonstrate financial need; and (c) candidates must have a minimum GPA of 2.5 on a 4.0 grading scale. The scholarship is renewable.
V. ADMINISTRATION OF FUND

A. Funding

A donation of $100,000 has been received to fund this endowment.

B. Disbursement of Funds

Grambling State University will disburse the funds.

Rick Gallot intends for the endowment fund, including all realized and unrealized capital appreciation and depreciation generated by the endowment fund, to exist in perpetuity with the accumulated disbursements being made available to support the general purpose of the fund as described in Section IV above. The disbursements, a percentage of the fair market value of the endowment fund as determined from time to time under the terms of the Endowment Expenditure Policy as established by Grambling University Foundation, Inc. will be maintained solely for the benefit of the endowment fund. The disbursements, which may from time to time exceed the net income generated by the endowment fund, will be distributed monthly, and will be distributed in full even if the fair market value of the endowment fund falls below the value of the gift unless the Grambling University Foundation, Inc. decides to the contrary.

C. Administration of the Endowed Scholarship

The establishment and administration of the endowment will comply with current endowment policies of Grambling University Foundation, Inc. Although the endowment is intended to exist in perpetuity, unforeseen circumstances may alter or remove a designated subject area from the campus academic plan. In such an event, the President of the University is authorized to re-designate the purpose of the endowment, to provide student support in an area closely related to the donor’s interests and intentions. These endowment funds may be merged or commingled with other funds held by the Grambling University Foundation, Inc. for investment purposes in accordance with the policies of the Grambling University Foundation, Inc. At all times, these endowment funds shall be separately accounted for in the Foundation’s books and records. The funds for this endowment shall be disclosed as required by applicable law and accounting principles. This gift may be publicized by Grambling University Foundation, Inc. Representative of the fund will receive announcement of the award recipients (to include name and contact information).

D. Fiduciary Responsibility

This fund shall be invested and income shall be treated and expended in accordance with Grambling University Foundation, Inc. Investment Policy. Responsibility for governance and investment of these endowment funds is vested in Grambling State University and the appropriate university officials.
Gift Agreement – Establishing the Rick Gallot Endowment

Page Three

E. Recognition by the University

To honor the endowment, publicity in the form of news announcements, both internal and external, will be made.

F. Additional Gifts

Grambling State University reserves the right to increase the endowment fund through additional gifts and hereby consents to additional contributions to the endowment fund by any individual, corporation, foundation, trust, estate or other legal entity through individual gift, bequest or other gift vehicle, and all gifts so designated shall be subject to the provisions of this endowed gift agreement.

VI. DEFINITIONS

Donor – A person who donates money to a fund or establishes the endowment.

Custodian – The guardian or steward that has the responsibility of looking after the endowment.

VII. ACCEPTANCES

THIS AGREEMENT entered into

By: [Signature]
Richard J. Gallot, Jr., Custodian
Date: 3/13/2024

By: [Signature]
Brandon A. Logan, Vice President for University Advancement and Innovation
Date: March 13, 2024

By: [Signature]
Gavin R. Hamms, Associate Vice President for Enrollment Management
Date: 3/13/2024

By: [Signature]
Roshunda Belton-Cardoza, Associate Vice President for Academic Affairs
Date: 3/14/2024

By: [Signature]
Connie Walton, Interim President
Date: 3/14/2024
AFFIDAVIT

The State of Louisiana )
) S.S.
Parish of Lincoln )

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.

2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of $60,000 as a match for the establishment of Annie McConnell Brown Endowed Scholarship.

3. The source of these funds is from Annie McConnell Brown Endowed Scholarship.

STATE OF LOUISIANA

PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE ME,

on the 13th day of March, 2024

(Signature)
Bruce Rushing
(VP Commercial Relationship Banker)
(Official Title)
Origin Bank
(Official Organization)

Signature
(Seal)
NOTARY PUBLIC
My Commission expires:

Elizabeth K. Johnson
Notary No. 039010
Notary Public, Lincoln Parish, Louisiana
My Commission is for Life
<table>
<thead>
<tr>
<th>Donor Name</th>
<th>Gift Date</th>
<th>Start Date</th>
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**Total Contributions** $60,000.00
ENDOWED GIFT AGREEMENT

Annie McConnell Brown Endowed Scholarship

March 15, 2007

To Establish the “Annie McConnell Brown Endowed Scholarship”

I.  INTRODUCTION

Dr. Annie McConnell Brown has established an Endowed Undergraduate Student Scholarship in the amount of $20,000 with Grambling State University and in accordance with the provisions outlined below.

II.  NAME OF FUND

The name of the Fund shall be the Annie McConnell Brown Endowed Scholarship.

III.  ESTABLISHMENT OF FUND

This Fund shall be deemed established when:

This Gift Agreement has been reviewed, signed, dated and returned to Grambling State University by Dr. Brown for appropriate University official signatures.

IV.  PURPOSE AND USE OF FUND

A.   General Purpose

Earnings from this fund shall be used to support worthy and deserving full-time students at Grambling State University who are in academic pursuit of a major and have a financial need.

B.  Criteria and Selection Process

A Scholarship Awards Committee will determine the process for evaluating and selecting recipients for the scholarship within the following conditions: (a) the award is open only to students enrolled full-time at Grambling State University, (b) special consideration will be given to academic performance (GPA), (c) recipient must be in academic pursuit of a major, (d) recipient must have an earnest financial need, (e) students with extenuating circumstances will be considered, (f) this will be a one time award, and (g) all awards will be subject to the recommendation/approval of the Provost.
V. ADMINISTRATION OF FUND

A. Funding

On 12/3/2004, Dr. Annie McConnell Brown donated $12,000 to Grambling State University to fund this endowment.

Grambling State University provided an $8,000 match to complete the establishment of the endowment.

B. Disbursement of Funds

Grambling State University will disburse the Funds annually based on the criteria set forth in this agreement.

The Scholarship Fund’s expendable distribution will be determined from time-to-time under the terms of the Endowment Expenditure Policy as established by Grambling State University. Total return earned by the Fund in excess of the amount approved for distribution shall be retained in the Fund principal to protect the Fund from the effects of inflation and to allow for growth. Any unexpended distribution from the previous year may be combined with that of the current year for spending purposes or added to the Fund principal.

C. Administration of the Endowment

The establishment and administration of the Endowment will comply with current endowment policies of Grambling State University. Although the Endowment is intended to exist in perpetuity, unforeseen circumstances may alter or remove a designated subject area from the campus academic plan. In such an event, the President of the University is authorized to re-designate the purpose of this Endowment, to provide student support in an area closely related to Donor’s interests and intentions. The funds for this endowment shall be disclosed as required by applicable law and accounting principles. This gift may be publicized by Grambling State University.

D. Fiduciary Responsibility

This Agreement shall be governed by and interpreted in accordance with the laws of the state of Louisiana. Responsibility for governance and investment of these endowment funds is vested in Grambling State University and the appropriate university officials.
Gift Agreement – Annie McConnell Brown Endowed Scholarship

Page Three

VI. ACCEPTANCES

THIS AGREEMENT entered into on this the 12th of July, 2007.

By: 
Annie McConnell Brown

By: 
Horace A. Judson, President GSU

By: 
Provost and Vice President for Academic Affairs

By: 
Director for Financial Aid and Scholarships

By: 
Advancement Services Coordinator
AFFIDAVIT

The State of Louisiana  )
) S.S.
Parish of Lincoln  )

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.

2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of $120,000 as a match for the establishment of The Councilman Joe Shyne Endowed Professorship for Nursing Practice of the College of Professional Studies.

3. The source of these funds is from The Councilman Joe Shyne Endowed Professorship for Nursing Practice of the College of Professional Studies.

STATE OF LOUISIANA

PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE ME,

on the 14th day of March, 2024.

(Signature)
Bruce Rushing
Vice President
Origin Bank

(Official Title)
(Official Organization)

Signature
(Seal)
NOTARY PUBLIC
My Commission expires:

@ deal
AFFIDAVIT

The State of Louisiana

) ) S.S.
Parish of Lincoln )

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.

2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of $205,000 as a match for the establishment of Diageo North America, Inc. Endowed Scholarship Fund.

3. The source of these funds is from Diageo North America, Inc. Endowed Scholarship Fund.

STATE OF LOUISIANA

PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE ME,

on the 14th day of March, 2024.

(Signature)
Bruce Rushing
Vice President
Origin Bank

(Official Title)
(Official Organization)

Signature
Janice Evans
05/03

(Seal)
NOTARY PUBLIC
My Commission expires:
@death
April 4, 2024

VIA ELECTRONIC TRANSMITTAL ONLY

President Rick Gallot
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear President Gallot:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the April 25, 2024 meeting of the Board of Supervisors for the University of Louisiana System:

Establish the Jeanne P. Murphy Professorship in the College of Education & Behavioral Sciences in the Bridge to Independence Program.

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, Controller & Ethics Liaison
   Ms. Claire Bourgeois, Faculty Senate President
March 11, 2024

Dr. Jay Clune  
President  
Nicholls State University  
Thibodaux, LA 70301

Dear Dr. Clune,

Please include as an agenda item for the Board of Supervisors meeting on April 25, 2024, a request for the following Endowed Professorship.

- The Jeanne P. Murphy Endowed Professorship in the College of Education and Behavioral Sciences in the Bridge to Independence Program

Attached are the affidavits from the financial institution verifying the funds on deposit as well as the Donor Statement of Understanding signed by multiple-donors.

Sincerely,

Jeremy T. Becker  
Executive Director
THE JEANNE PICARIELLO MURPHY ENDOwed PROFESSORSHIP IN THE COLLEGE OF EDUCATION AND BEHAVIORAL SCIENCES

PURPOSE: The Jeanne Picariello Murphy Endowed Professorship in the College of Education and Behavioral Sciences will contribute to Nicholls State University in strengthening academic excellence in the College of Education and Behavioral Sciences, providing acknowledgment to an outstanding instructor, professor, or associate professor in the College.

The Jeanne Picariello Murphy Endowed Professorship in the College of Education and Behavioral Sciences will make it possible to:

- permanently honor the memory of Jeanne Picariello Murphy’s contribution to higher education at Nicholls State University;
- maintain quality faculty in the College of Education and Behavioral Sciences;
- sustain innovative and unique programming and support for students in both the certificate and degree programs of Bridge to Independence, and
- provide resources to support academic excellence, teaching, research, and service to the university, families, and leadership in the discipline of equity, diversity, and inclusion in all academic areas of the university for both the certificate and degree programs of Bridge to Independence.

RATIONALE: The primary mission of the university is to prepare all students for careers and life. The Bridge to Independence Program at Nicholls prepares all students including those with Intellectual Disabilities and Autism to thrive in society and the workforce as educated individuals in the field of their choosing who are able to compete in a dynamic and inclusive global economy. As a unique regional and state resource, the university recognizes its responsibility to extend its teaching and service to the community and its obligation to provide resources to provide inclusive and equitable practices for the general well-being and diversity of all within the region, state, and beyond.

One of the results of The Jeanne Picariello Murphy Endowed Professorship in the College of Education and Behavioral Sciences is to enhance the opportunities for students with Intellectual Disabilities and Autism. The recipient of this professorship will serve as the Faculty Advisor for the program along with other duties and responsibilities including promotion of excellence in teaching, service, research, and leadership of the faculty. The percentage of persons with disabilities in the workforce in the region and beyond is lower than what is desired. This professorship will positively impact the program and university graduates so that local, regional, and state organizations as well as the graduates will benefit.

The Jeanne Picariello Murphy Endowed Professorship in the College of Education and Behavioral Sciences supports Nicholls’ image as a leader in the area of diversity and inclusion as well as enhances its mission and vision in the economic development efforts of the region and state. The Jeanne Picariello Murphy Endowed Professorship in the College of Education and Behavioral Sciences provides the
foundation to continue and expand upon the support of individuals with disabilities and the understanding and acceptance of others in the workforce and life.

CRITERIA TO SELECT THE ENDOWED PROFESSORSHIP:

Qualifications of the person selected for the Professorship must include:

- an earned doctorate in education or behavioral sciences;
- outstanding record in three of the following areas: teaching, service, research activities, and leadership;
- dedication to three of the following areas: teaching, service, research, and leadership.

The selection process will be established by the dean of the College of Education and Behavioral Sciences and the Bridge to Independence Advisory Board. Recommendation and appointment of the selected individual will be approved collectively by the dean of the College of Education and Behavioral Sciences and the Bridge to Independence Advisory Board. The selected individual will then be ratified by the University.

MINIMUM STANDARDS OF PERFORMANCE FOR THE HOLDER'S RETENTION OF THE PROFESSORSHIP:

- serving as the Faculty Advisor for the Bridge to Independence Program;
- with the Bridge Program Director, sustain innovative and unique programming and support for students in both the certificate and degree programs of Bridge to Independence;
- with input from the Bridge Program Director, provide resources to support academic excellence, teaching, research, and service to University faculty/staff, families, feeder schools/programs, service providers, and program staff in the areas of need for both the certificate and degree programs of Bridge to Independence in the form of training and informational presentations annually;
- with the Bridge Program Director, prepare data at the end of each semester to show program outcomes for Certified Transition Programs and good standing for degree-seeking students;
- with the Bridge Program Director, participate in fundraising activities annually to contribute to the Bridge to Independence Foundation Account.
Appendix
Nicholls State University

Existing BORSF-matched Professorships in the
College of Education and Behavioral Sciences

<table>
<thead>
<tr>
<th>Endowed Professorship</th>
<th>Current Professorship Holder</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonnie Bourg</td>
<td>Dr. Eugene Dial</td>
</tr>
<tr>
<td>Buquet Dyslexia</td>
<td>Jason Talbot</td>
</tr>
<tr>
<td>Donald Peltier</td>
<td>Dr. Grant Gautreaux</td>
</tr>
<tr>
<td>Durel Martin</td>
<td>Dr. Alyson Theriot</td>
</tr>
<tr>
<td>Maxine Giardina</td>
<td>Carole Boos</td>
</tr>
<tr>
<td>Minor Cheramie</td>
<td>Dr. Sara Dempster Bourgeois</td>
</tr>
<tr>
<td>Orleans Pitre</td>
<td>Dr. Cynthia Vavasseur</td>
</tr>
</tbody>
</table>
AFFIDAVIT

STATE OF LOUISIANA
PARISH OF LAFOURCHE

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish aforesaid, personally came and appeared:

John Clune, a person of the full age and majority, and a resident of Lafourche Parish, appearing herein in his capacity as President of Nicholls State University who did depose and state that:

1. Nicholls State University Foundation has established The Jeanne P. Murphy Endowed Professorship in the College of Education and Behavioral Sciences in the Bridge to Independence Program as an endowed fund to receive private contributions and matching funds from the State of Louisiana, the income of which shall be used for the exclusive benefit of the endowed professorship.

2. The endowed professorships currently has a balance of $80,000. The funds consist of unrestricted contributions from private donors collected in January 2024.

3. The funds used to establish the named endowed professorships are dedicated to the purposes of the named professorships.

WITNESSES:

[Signatures]

John Clune, President
Nicholls State University
Thibodaux, LA 70310

Sworn to and subscribed before me in the presence of the undersigned witnesses this

11th day of March, 2024

Notary Public

[Signature]

Darren G. O'Neal
# 062808
AFFIDAVIT

STATE OF LOUISIANA
PARISH OF LAFOURCHE

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish aforesaid, personally came and appeared:

Krystal Brunet, a person of the full age and majority appearing herein in his capacity as Branch Manager, Banking Officer of Synergy Bank who did depose and state that:

1. Synergy Bank is a financial institution licensed to do and doing business in the State of Louisiana

2. Nicholls State University Foundation on March 7, 2024 deposited with Synergy Bank the sum of $80,000 which represents funding for the following:
   - The Jeanne P. Murphy Endowed Professorship in the College of Education and Behavioral Sciences in the Bridge to Independence Program

WITNESSES:

[Signatures]

Sworn to and subscribed before me in the presence of the undersigned witnesses this 11th day of March, 2024

[Signature]
Notary Public

[License Number]
Endowed Professorships Subprogram
Donor Statement of Understanding

1. I, Colleen Hunter, have been fully informed and accept that the Board of Regents guarantees match for a maximum of two (2) endowed professorships/first-generation scholarships per year for Nicholls State University. I understand that the Board of Regents matching guarantee is inclusive of professorships and first-generation scholarships, and such endowment types are not subject to separate funding guarantees. Additional matches may be provided at the BoR’s discretion, provided funds are available. Slots shall be matched in accordance with the rank order furnished by the campus.

2. I, Colleen Hunter, have reviewed, understand, and accept the Program Policy and Investment Policy provisions relative to retention of corpus, principal, and expendable funds, expenditure of income, and other administrative conditions related to provision of BoRSF matching funds.

3. I, Colleen Hunter, have reviewed, understand, and accept Nicholls State University’s internal standards and process for selecting faculty/student recipients of BoRSF-matched endowed professorships/first-generation scholarships.

Colleen Hunter, Donor

Campus Representative
Endowed Professorships Subprogram
Donor Statement of Understanding

1. I, Dr. Bruce Murphy, have been fully informed and accept that the Board of Regents guarantees match for a maximum of two (2) endowed professorships/first-generation scholarships per year for Nicholls State University. I understand that the Board of Regents matching guarantee is inclusive of professorships and first-generation scholarships, and such endowment types are not subject to separate funding guarantees. Additional matches may be provided at the BoR’s discretion, provided funds are available. Slots shall be matched in accordance with the rank order furnished by the campus.

2. I, Dr. Bruce Murphy, have reviewed, understand, and accept the Program Policy and Investment Policy provisions relative to retention of corpus, principal, and expendable funds, expenditure of income, and other administrative conditions related to provision of BoRSF matching funds.

3. I, Dr. Bruce Murphy, have reviewed, understand, and accept Nicholls State University’s internal standards and process for selecting faculty/student recipients of BoRSF-matched endowed professorships/first-generation scholarships.

Dr. Bruce Murphy, Donor

[Signature]

Campus Representative
Endowed Professorships Subprogram
Donor Statement of Understanding

1. We, Bridge to Independence Foundation Account, have been fully informed and accept that the Board of Regents guarantees match for a maximum of two (2) endowed professorships/first-generation scholarships per year for Nicholls State University. We understand that the Board of Regents matching guarantee is inclusive of professorships and first-generation scholarships, and such endowment types are not subject to separate funding guarantees. Additional matches may be provided at the BoR’s discretion, provided funds are available. Slots shall be matched in accordance with the rank order furnished by the campus.

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3. We, Bridge to Independence Foundation Account, have reviewed, understand, and accept Nicholls State University’s internal standards and process for selecting faculty/student recipients of BoRSF-matched endowed professorships/first-generation scholarships.

Dr. Mary Breaud, Bridge Program Advisor

Colleen Hunter, Bridge Advisory Board President

Sydney Mabile, Bridge Program Director

Jeremy Becker, Nicholls State University Foundation Executive Director

Campus Representative

EXECUTIVE SUMMARY

The nine universities request approval to establish Campus Housing and Meal Plan Rates, Auxiliary Rates, Energy Surcharge, and Non-Governmental Charges as per the attached schedules. As has been past practice, System staff requested that campuses submit adjustments to their service rates for the upcoming academic year. Campuses consider a number of variables when considering adjustments to rates including contractual obligations, cost of operations, and/or market limitations. Campuses submitted their rates for Academic Year 2024-25 based upon their respective service offerings; therefore, campus offerings and rates vary accordingly.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana System’s recommendation for Campus Housing and Meal Plan Rates, Auxiliary Rates, Energy Surcharge, and Non-Governmental Charges for Academic Year 2024-25:

- Grambling State University
- Louisiana Tech University
- McNeese State University
- Nicholls State University
- Northwestern State University
- Southeastern Louisiana University
- University of Louisiana at Lafayette
- University of Louisiana at Monroe
- University of New Orleans