

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

FACILITIES PLANNING COMMITTEE

October 28, 2021

- Item I.1.** **University of Louisiana System's** proposal to revise a Board Rule, *Chapter VI, Facilities Planning, Section V. Naming University Facilities*, effective October 28, 2021.

EXECUTIVE SUMMARY

The University of Louisiana System proposes to revise a Board Rule, *Chapter VI, Facilities Planning, Section V. Naming University Facilities*. As authorized by Act 79 of the 2013 Regular Session of the Louisiana Legislature, an entire building can be named after a living person(s), and the Board Rule has been amended 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 proposal to revise a Board Rule, *Chapter VI, Facilities Planning, Section V. Naming University Facilities*, effective October 28, 2021.

CHAPTER VI

FACILITIES PLANNING

SECTION V. NAMING UNIVERSITY FACILITIES

A. General Policy.

Facilities on campuses within the University of Louisiana System are named upon the recommendation of the institution president, with the approval and authority of the Board of Supervisors, in accordance with applicable statutes. “Facility” is defined as any public building, public bridge, public park, etc. [R.S. 42:267]

Additionally, a facility may be named to honor the contributions and achievements of an individual. Buildings or portions of buildings including, but not limited to, classrooms, auditoria, laboratories, and lounges **may** be named after living persons, in accordance with the provisions of this policy. Naming of any facility in honor of an individual, individuals, or a private entity must be approved by the Board of Supervisors. Only the provision functional names (e.g., Band Building, Maintenance Building, etc.) for facilities, in which the name of an individual, individuals, or private entity is not involved, is left to the discretion of the university president.

B. Criteria.

In the case of requests to name facilities in honor of an individual, the university will be guided by the following criteria. An individual for whom a facility would be named should:

- 1) Have made substantial contributions to his/her field of endeavor or to society in general;
- 2) Have had some significant connection with the university, either as a student, an alumnus, a faculty member, an administrator, a donor, or a supporter;
- 3) Have made significant contributions to the development of the university or the State of Louisiana in education, the arts, public life, or some other appropriate field of endeavor;
- 4) Be of such outstanding character and distinction that naming a facility after him/her would honor the university as well as the individual.

As indicated above, a building or portion of a building may be named to honor a living individual. In order to avoid any appearance of a conflict of interest in such instances, current holders of elected public office, candidates for public office, and current members of the Board of Supervisors for the University of Louisiana System are not eligible for consideration.

C-VI, Facilities Planning

Universities are encouraged to name facilities only to honor exceptional individuals and should not routinely request this honor. Also, universities are encouraged to minimize requests to name portions of facilities for living persons or private entities. (Addition approved 8/27/99)

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

FACILITIES PLANNING COMMITTEE

October 28, 2021

Item I.2. **Nicholls State University's** request for approval to amend its Five-Year Capital Outlay submission to include the project, New Nursing Building, Planning & Construction.

EXECUTIVE SUMMARY

The University is requesting Board approval to amend its Five-Year Capital Outlay submission in August of 2021 by adding a project, the New Nursing Building, Planning & Construction. The original plan submission did not include a project to construct an additional nursing facility. Recent conversations with local and state leaders have resulted in a renewed interest to grow the nursing program and additional space is critical to accomplish this mission.

Nicholls State University currently has a nursing college that has reached capacity despite a growing regional and national demand for more degreed nurses. There are approximately 500 freshman and sophomore level students enrolled each semester, most wishing to enter clinical training as sophomores and juniors. The college currently only admits 80 candidates each semester into its clinical program, accepted from a pool of applicants that numbers greater than 200 applicants each semester. The college is limited in its ability to admit additional candidates due to reaching a facility capacity to accommodate more students and personnel.

A new facility would increase classroom and lecture space, technical laboratory and clinical training space, and provide adequate office spaces for faculty and support staff. Upon completion of this new structure, the college estimates that it would be able to increase overall enrollment in the nursing program for first-time freshmen and persons seeking degrees. At the clinical level, the number of undergraduate nursing candidates could be increased by a minimum of 50% resulting in as many as 240 degreed nurses being available to the medical industry each year.

The Electronic Capital Outlay Request Tracking System (eCORTS) documents were submitted and processed before the deadline of November 1. The cost of this project is estimated at \$20,000,000.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University's request to amend its Five-Year Capital Outlay submission to include the project, the New Nursing Building, Planning & Construction.



Nicholls State University

Office of the President

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

I.2.

October 7, 2021

Via Electronic Transmittal Only

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

Dear Dr. Henderson:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the October 28, 2021 meeting of the Board of Supervisors for the University of Louisiana System:

REVISED Capital Outlay Budget Request for FY 2022-2023 & Five-Year Plan.

Thank you for your assistance in this matter.

Sincerely,

Jay Clune
President

JC/apf

Enclosures

c: Dr. Sue Westbrook, Provost/Vice President for Academic Affairs
Mr. Terry Braud, Vice President for Finance & Administration
Mr. Jonathan Terrell, Athletic Director
Dr. Michele Caruso, Vice President for Student Affairs
Dr. Todd Keller, Vice Provost
Mr. Steven Kenney, Assistant Vice President for Human Resources, CDIO & Title IX Coordinator
Ms. Paulette Mayon, Internal Auditor
Ms. Claire Bourgeois, Faculty Senate President
Ms. Renee Hicks, Assistant Vice President of Institutional Effectiveness Access & Success
Ms. Monique Crochet, Executive Director of External Affairs

Campus Priority	Project Type (E, C, N, SG)	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2022-23 (Year 1)	FY 2023-24 (Year 2)	FY 2023-24 (Year 3)	FY 2024-25 (Year 4)	FY 2025-26 (Year 5)	Total	Last Year Ranking - System
1	E	ADA Upgrades, Multi-Building	GOB		\$4,862,623	\$4,862,623	\$0	\$0	\$0	\$9,725,246	5
2	E	Fire Alarm Integration, Multi-Building	GOB		\$2,107,906	\$0	\$0	\$0	\$0	\$2,107,906	8
3	E	Guidry Stadium Structural Repairs/Waterproofing	GOB		\$4,375,960	\$0	\$0	\$0	\$0	\$4,375,960	16
4	E	Campus Street Lighting Replacement	GOB		\$4,907,620	\$0	\$0	\$0	\$0	\$4,907,620	28
5	C	Renovation & Addition to Athletic Facility, Phase II	GOB, S/G		\$4,204,500	\$0	\$0	\$0	\$0	\$4,204,500	33
6	C	Coastal Center Facility	GOB, S/G		\$9,250,000	\$10,750,000	\$0	\$0	\$0	\$20,000,000	31/56
7	C	Stopher Hall Restroom ADA Upgrade	GOB	\$133,544	\$1,516,456					\$1,650,000	45
8	N	Gouaux Hall Demolition, Replacement, Planning & Construction	GOB		\$3,150,000	\$15,750,000	\$21,100,000			\$40,000,000	N
9	N	Welcome Center - Alumni House, Planning & Construction	GOB		\$200,000	\$2,300,000				\$2,500,000	N
10	N	Ellender Library Modernization, Phase I	GOB		\$474,666	\$4,570,412				\$5,045,078	62/81
11	N	Ellender Library Modernization, Phase II	GOB			\$394,416	\$4,570,412			\$4,964,828	N
12	N	Ellender Library Modernization, Phase III	GOB				\$509,564	\$5,833,436		\$6,343,000	N
13	N	Drainage Improvements & Raising Level of Streets, Planning & Construction, Campus Wide	GOB		\$5,000,000	\$5,000,000				\$10,000,000	66
14	N	Conference Center	GOB		\$7,150,000	\$7,850,000				\$15,000,000	N
15	N	Roof Replacements, Planning & Construction, Multi-Building	GOB		\$6,188,187					\$6,188,187	94
	N	New Nursing Building, Planning & Construction	GOB		\$9,250,000	\$10,750,000				\$20,000,000	0
16	N	New Residence Hall Building, Planning & Construction	GOB		\$1,464,000	\$16,804,000				\$18,268,000	68
17	N	Student Life Center, Planning & Construction	GOB		\$1,650,000	\$1,850,000				\$3,500,000	76
18	N	Fieldhouse, Planning & Construction	GOB/SG		\$790,405	\$2,794,455				\$3,584,860	47
19	N	Peltier Hall Air Handlers Replacement	GOB		\$3,611,710					\$3,611,710	69/84/100
20	N	Air Handlers Replacement, Planning & Construction, Multi-Building	GOB		\$2,626,454	\$2,657,909				\$5,284,363	88
21	N	Chiller/Cooling Tower Replacement, Campus Main Chilled Water System	GOB		\$424,384	\$4,668,219				\$5,092,603	90
22	N	Information Technology Center Renovation, Planning & Construction	GOB		\$897,212	\$4,045,275				\$4,942,487	91
23	N	Polk Hall Renovation, Planning & Construction	GOB		\$2,259,960	\$2,382,463				\$4,642,423	11
24	N	Electrical Upgrade Phase III	GOB		\$2,713,348					\$2,713,348	95
25	N	Operations and Maintenance Building, Planning & Construction	GOB		\$2,482,500	\$3,517,500				\$6,000,000	106
Total				\$133,544	\$81,557,891	\$100,947,272	\$26,179,976	\$5,833,436	\$0	\$214,652,119	

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

FACILITIES PLANNING COMMITTEE

October 28, 2021

Item I.3. **Nicholls State University's** request for approval of a Ground Lease for approximately 21 acres of land located at the University Farm at Lafourche Crossing, on Hwy. 1 east of Thibodaux, Lafourche Parish, Louisiana to Ducks Unlimited, Inc., a non-profit corporation domiciled in Washington D.C., as authorized by La. R.S. 17:3361.

EXECUTIVE SUMMARY

The University Farm consists of approximately 270 acres. The farm is used extensively by faculty of the Nicholls State University Biology Department to cultivate and produce Louisiana native plant material vital for coastal restoration projects. Field-based laboratory experiences and service learning projects focused on restoration projects have resulted in a formal collaboration at the Nicholls Farm with Ducks Unlimited. This proposed lease of approximately 21 acres would create an additional collaborative partnership between Nicholls and Ducks Unlimited. The objective of this project is to improve water quality within the Bayou Folse watershed as part of the Louisiana Restoration Area Environmental Assessment #4 NRDA Nutrient Reduction Project.

Ducks Unlimited will fund and construct the wetland unit. This project has an approximate cost of \$600,000 and will include the construction of a wetland unit (approximately 21 acres) that will serve as a "filtering wetland" to improve water quality in Bayou Folse. Surface water will be pumped from Bayou Folse into the constructed wetland and held for several months to allow sediments to settle out and nutrients to assimilate via wetland vegetation. After the water holding period, water will be slowly released from the unit back into Bayou Folse. The constructed wetland will help filter sediment and nutrients from surface water and thereby improve water quality within Bayou Folse. Additionally, the constructed unit will provide important wetland habitat for a variety of wetland-dependent wildlife species.

Construction of the wetland unit will include: (1) dirt work for construction of three levees, (2) installation of two open culverts for field drainage and access, (3) installation of two water control structures (culverts with flashboard risers and stop logs) to control water levels and slowly release water from the unit, and (4) construction of a pump station to pump water from Bayou Folse into the unit.

Upon completion of the project, Ducks Unlimited, Inc. will execute a donation to the University. The term of this Ground Lease shall begin on November 1, 2021 and end on June 30, 2022.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University's request for approval of a Ground Lease for approximately 21 acres of land located at the University Farm at Lafourche Crossing, on Hwy. 1 east of Thibodaux, Lafourche Parish, Louisiana to Ducks Unlimited, Inc., a non-profit corporation domiciled in Washington D.C., as authorized by La. R.S. 17:3361.

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

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

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



Nicholls State University

Office of the President

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

I.3.

October 7, 2021

Via Electronic Transmittal Only

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

Dear Dr. Henderson:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the October 28, 2021 meeting of the Board of Supervisors for the University of Louisiana System:

Lease Agreement with Ducks Unlimited, Inc.

Thank you for your assistance in this matter.

Sincerely,

Jay Clune
President

JC/apf

Enclosures

c: Dr. Sue Westbrook, Provost/Vice President for Academic Affairs
Mr. Terry Braud, Vice President for Finance & Administration
Mr. Jonathan Terrell, Athletic Director
Dr. Michele Caruso, Vice President for Student Affairs
Dr. Todd Keller, Vice Provost
Mr. Steven Kenney, Assistant Vice President for Human Resources, CDIO & Title IX Coordinator
Ms. Paulette Mayon, Internal Auditor
Ms. Claire Bourgeois, Faculty Senate President
Ms. Renee Hicks, Assistant Vice President of Institutional Effectiveness Access & Success
Ms. Monique Crochet, Executive Director of External Affairs

GROUND LEASE

**STATE OF LOUISIANA
PARISH OF LAFOURCHE**

KNOW ALL MEN BY THESE PRESENTS THAT:

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

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

DUCKS UNLIMITED, INC., a non-profit corporation, domiciled in Washington DC, , with its address of One Waterfowl Way, Memphis, TN 38120, represented herein by its duly authorized representative Karen Waldrop, Chief Conservation Officer.

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

WITNESSETH

**ARTICLE 1
LEASE OF PROPERTY**

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

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

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

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

1.4 Purpose. The primary purpose for which Tenant is leasing the Lease Property, and for which Lessor is granting this Lease, is for Tenant to construct a wetland unit as described in Exhibit A, the Nicholls State University Farm, hereinafter the “Project” at an approximate cost of \$100,000.00 USD. Plans and specifications for improvements in the Project must be approved by Lessor prior to installation.

ARTICLE 2 TERM

2.1 Term. The term of this Lease shall begin on November 1, 2021 and end on June 30, 2022.

ARTICLE 3 RENT

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

ARTICLE 4 WARRANTY

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

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

ARTICLE 5 MAINTENANCE AND REPAIRS

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

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

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

ARTICLE 6 IMPROVEMENTS

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

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

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

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

ARTICLE 7 INSURANCE

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

8.1.1 Comprehensive General Liability Insurance. Comprehensive general liability insurance insuring Tenant and Lessor against liability to the public or to any person using or present on the Leased Property, including the building and improvements located thereon during the term of the Lease or any extension thereof, which insurance shall be in the amount of \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. Policy coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

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

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

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

ARTICLE 8 INDEMNITY

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

ARTICLE 9 ASSIGNMENT OR SUBLEASE

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

ARTICLE 10 DEFAULT & TERMINATION

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

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

ARTICLE 11 NOTICES

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

Lessor: Nicholls State University
 c/o Dr. Quenton Fontenot
 Department Head, Biology
 P. O. Box 2021
 Thibodaux, LA 70310

Tenant: c/o Cassidy Lejeune
 Manager of Conservation Programs – South Louisiana
 Ducks Unlimited, Inc.
 125 Southpark Rd.
 Lafayette, LA 70508

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

ARTICLE 12
SURRENDER OF POSSESSION

14.1 Surrender of Possession. At the expiration of the Lease, or its termination pursuant to Article 10, Tenant is obligated to immediately peaceably surrender possession to Lessor. Tenant expressly waives any notice to vacate at the expiration of this Lease and all legal delays, and hereby confesses judgment, including costs, placing Lessor in possession to be executed at once. Should Lessor allow or permit Tenant to remain on the Leased Property after the expiration of this Lease, or the expiration of any renewal term of this Lease, such shall expressly not be construed as a reconduction of this Lease.

ARTICLE 15
SPECIFIC PERFORMANCE

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

ARTICLE 16
BINDING EFFECT

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

ARTICLE 17
GENDER

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

ARTICLE 18
SEVERABILITY

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

ARTICLE 19
EFFECTIVE DATE

19.1 Effective Date. The effective date of this Lease, irrespective of the date of execution by Lessor or Tenant, shall be November 1, 2021.

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Thibodaux, State of Louisiana on this ____ day of __, 2021.

WITNESSES:

DUCKS UNLIMITED, INC

Karen Waldrop
Chief Conservation Officer

NOTARY PUBLIC

Print Name:

Notary ID #

My Commission is: _____

WITNESSES:

NICHOLLS STATE UNIVERSITY

Dr. John Clune, President

NOTARY PUBLIC

Print Name:

Notary ID #

My Commission is: _____

EXHIBIT A

Bayou Folse Water Holding Nutrient Reduction Project Project Number: LA-223-2

PROJECT LOCATION

The project is located at the Nicholls State University Farm, approximately 3 miles east of the university in Thibodaux, Louisiana (Lafourche Parish). The farm is approximately 270 acres and Bayou Folse runs through the property. The wetland unit that will be constructed at the farm is approximately 21 acres and will be located adjacent to Bayou Folse; map of project site is below (Figure 1).

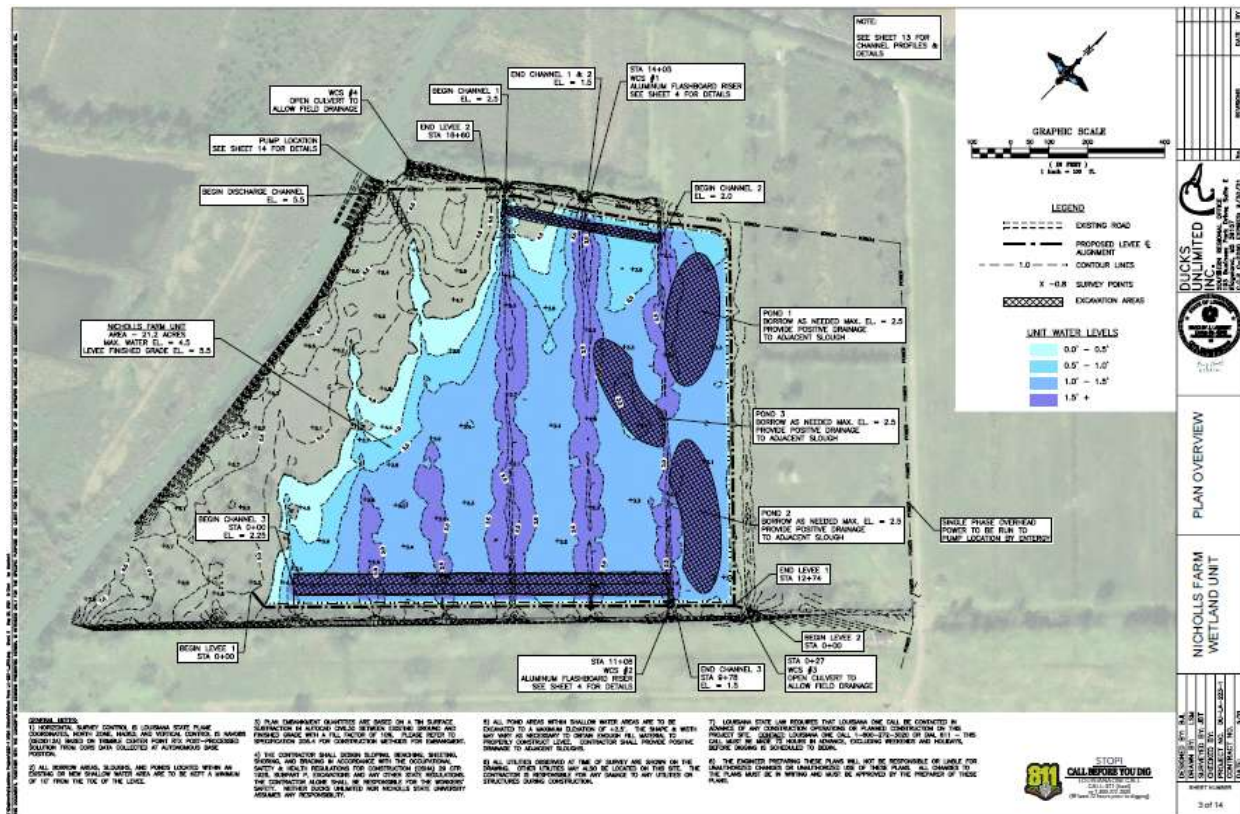


Figure 1. Property is located south of HWY 1 and west of Thoroughbred Park Dr. in Thibodaux, LA (Lat: 29°45'28"N, Long: 90°46'40"W). Project includes one unit for a total of approximately 21 acres (red polygon).

PROJECT DESCRIPTION

The objective of this project is to improve water quality within the Bayou Folse watershed as part of the Louisiana Restoration Area Environmental Assessment #4 NRDA Nutrient Reduction Project. This project will include the construction of a wetland unit (approximately 21 acres) that will serve as a “filtering wetland” to improve water quality in Bayou Folse. Surface water will be pumped from Bayou Folse into the constructed wetland and held for several months to allow sediments to settle out and nutrients to assimilate via wetland vegetation. After the water holding period, water will be slowly released from the unit back into Bayou Folse. The constructed wetland will help filter sediment and nutrients from surface water and thereby

Construction of the wetland unit will include: (1) dirt work for construction of three levees, (2) installation of two open culverts for field drainage and access, (3) installation of two water control structures (culverts with flashboard risers and stop logs) to control water levels and slowly release water from the unit, and (4) construction of a pump station to pump water from Bayou Folsé into the unit. Engineering plan for the constructed wetland is below (Figure 2).



PROJECT SCHEDULE

PROJECT FUNDING

Amount
\$100,000.00 (estimated)

9

CONSERVATION PRACTICES DESCRIPTIONS

656 – Constructed Wetland

A Constructed Wetland is an artificial wetland ecosystem with hydrophytic vegetation for biological treatment of water. The purpose is to improve surface water quality that is contaminated from agricultural, livestock, or aquaculture activities, storm water runoff, or other water flows. A constructed wetland is typically applied where wetland function can be created or enhanced to provide water quality benefits.

OPERATION AND MAINTENANCE:

- Maintenance of water level in wetland appropriate for vegetation and in accordance with “special considerations” (see below).
- Utilize “stop logs” in outlet structure to ensure slow release of water from the wetland.
- Monitor wetland performance.
- Inspect and maintain inlet and outlet structures.
- Inspect and maintain embankments (levees) of the wetland.
- Control of unwanted rodents or vectors (mosquitoes).
- Vegetation plantings – give priority to native wetland plants that provide wildlife and pollinator benefits and that have potential to improve water quality.
- Utilize hydrologic controls to have dry periods and utilize dry periods to burn, disk or surface disturb every 3 to 5 years to set back succession and control undesirable plants.

Special Considerations:

1. Acres enrolled in program must be irrigated with surface water.
2. No rice cultivation or crawfish harvesting is permitted on acres enrolled in the program.
3. Project partners will develop an operational plan for timing of flooding, depth of flooding, duration of flooding, and release of water.
4. In conjunction with operational plan, project partners will establish a monitoring plan to evaluate the effectiveness of the constructed wetland to improve surface water quality.
5. Adaptive management will be utilized via monitoring results to periodically revise the operational plan.

EXHIBIT B

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

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

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages
 - a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured"

automatically provides liability coverage in favor of the State of Louisiana.

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

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

G. SUBCONTRACTORS

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

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

FACILITIES PLANNING COMMITTEE

October 28, 2021

Item I.4. **Southeastern Louisiana University's** request for approval to enter into a Ground Lease with the Southeastern Louisiana University Foundation to renovate "The Inn" on Southeastern's campus, as authorized by La. R.S. 17:3361.

EXECUTIVE SUMMARY

Southeastern Louisiana University is requesting permission to enter into a Ground Lease with the Southeastern Louisiana University Foundation, a non-profit organization, to renovate "The Inn" on Southeastern's campus, as authorized by La. R.S. 17:3361. The renovations and enhancements which will include furnishing and equipment of "The Inn" are estimated at \$600,000.

The primary purpose of this Ground Lease is to allow the Foundation to renovate and provide additional office space at "The Inn," which is needed to integrate office and meeting space to advance the efforts of the Southeastern Foundation, Development Office and Advancement Services.

All contracts, purchase orders, and in-kind donations will be handled by the Foundation. Southeastern staff will monitor all construction activities. The University also requests permission to accept donations from the Foundation as outlined in the lease documents.

Upon completion of the project, the Foundation will execute a donation to the University. The lease will terminate on December 31, 2022, or at such time as donation of improvement is executed, whichever occurs first.

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

RECOMMENDATION

It is recommended that the following resolution be adopted.

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

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

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

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

October 7, 2021

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

Dear Dr. Henderson:

Southeastern Louisiana University respectfully submits the following item to be placed on the agenda for approval at the October 2021 meeting of the Board of Supervisors.

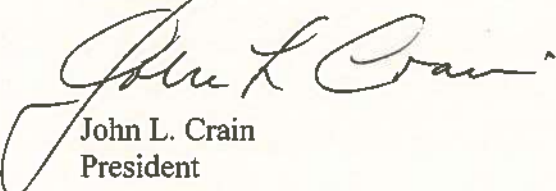
Contingent upon approval of documents by System staff and counsel, Southeastern Louisiana University requests permission to enter into a ground lease (copy attached) with the Southeastern Louisiana University Foundation, a non-profit organization, to renovate The Inn at Southeastern. The Inn at Southeastern is the former President's Residence which was refurbished in 2006 and has since been used to house special guests of the University, such as Commencement speakers, visiting lecturers and performers, accreditation teams, etc. The renovated Inn will be used as office space for the Office of University Advancement and Southeastern Foundation staff.

The cost of renovations and enhancements to The Inn is estimated at \$600,000.

All contracts, purchase orders and in-kind donations will be handled by the Foundation. Southeastern staff will monitor all construction activities. We also request permission to accept donations from the Foundation as outlined in the lease documents.

Your consideration of this request is greatly appreciated.

Sincerely,



John L. Crain
President

Attachment

GROUND LEASE

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

KNOW ALL MEN BY THESE PRESENTS THAT:

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

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

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

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

WITNESSETH

ARTICLE 1 LEASE OF PROPERTY

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

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

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

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

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

ARTICLE 2 TERM

2.1 Term. The term of this Lease shall be for a period commencing on the date of execution and ending at midnight on the 31th day of December, 2022 or at such time as donation of improvements is executed whichever occurs first.

ARTICLE 3 RENT

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

ARTICLE 4 WARRANTY

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

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

ARTICLE 5 UTILITIES

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

ARTICLE 6 MAINTENANCE AND REPAIRS

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

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

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

ARTICLE 7 IMPROVEMENTS

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

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

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

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

ARTICLE 8 INSURANCE

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

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

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

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

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

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

ARTICLE 9 TAXES AND ASSESSMENTS

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

ARTICLE 10 INDEMNITY

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

**ARTICLE 11
ASSIGNMENT OR SUBLEASE**

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

**ARTICLE 12
DEFAULT**

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

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

**ARTICLE 13
NOTICES**

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

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

Lessee: Southeastern Louisiana University Foundation
John Poteet
Chairperson
SLU 10703
Hammond, LA 70402

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

ARTICLE 14 SURRENDER OF POSSESSION

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

ARTICLE 15 SPECIFIC PERFORMANCE

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

ARTICLE 16 BINDING EFFECT

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

ARTICLE 17 GENDER

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

ARTICLE 18 SEVERABILITY

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

ARTICLE 19
EFFECTIVE DATE

19.1 Effective Date. The effective date of this Lease, irrespective of the date of execution by Lessor or Lessee, shall be _____, 2021.

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Hammond, Parish of Tangipahoa, State of Louisiana on this _____ day of _____, 2021.

WITNESSES:

SOUTHEASTERN LOUISIANA UNIVERSITY
FOUNDATION

John Poteet, Chairperson

NOTARY PUBLIC

Print Name:

Notary ID #

My Commission is: _____

WITNESSES:

SOUTHEASTERN LOUISIANA UNIVERSITY

John L. Crain, President

NOTARY PUBLIC

Print Name:

Notary ID #

My Commission is: _____

EXHIBIT A

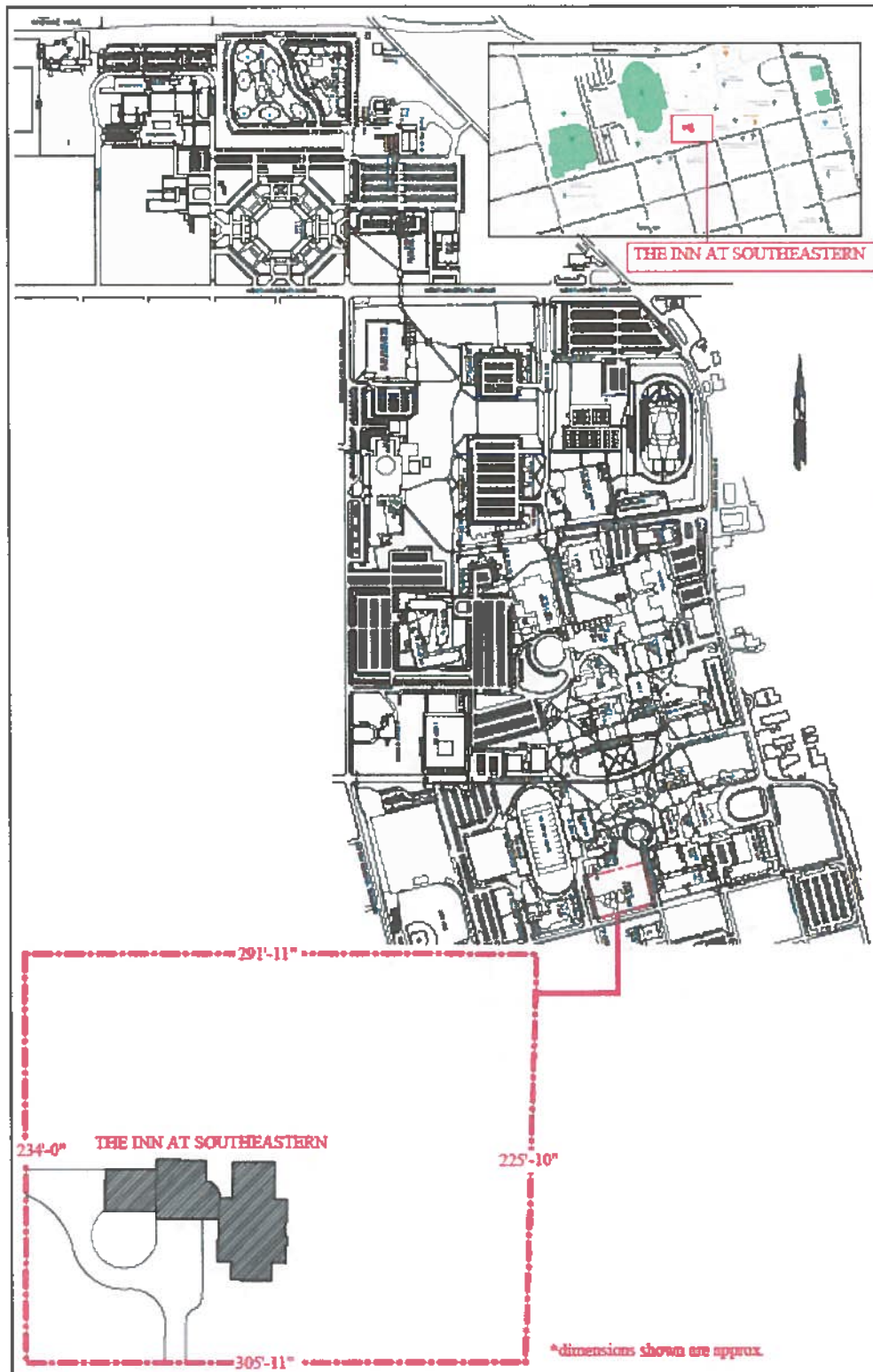


EXHIBIT B

Page 1 of 3

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

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

EXHIBIT B
Page 2 of 3

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

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

2. Workers' Compensation and Employers Liability Coverage

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

EXHIBIT B
Page 3 of 3

3. All Coverages

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

G. SUBCONTRACTORS

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

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

FACILITIES PLANNING COMMITTEE

October 28, 2021

- Item I.5.** **University of Louisiana at Lafayette's** request for authorization to utilize designated Capital Outlay funds for the acquisition of the former Our Lady of Lourdes Hospital property, Society of the Roman Catholic Church of the Diocese of Lafayette.

EXECUTIVE SUMMARY

As authorized by Act 398 of the 2021 Regular Louisiana Legislative Session, the University of Louisiana at Lafayette has reached an agreement with the Society of the Roman Catholic Church of the Diocese of Lafayette (Diocese) for the purchase of their 5.66-acre portion of the former Our Lady of Lourdes Hospital property. This property was identified as a necessary acquisition by the campus masterplan in 2012 for its ability to link main campus with the athletic campus.

The University of Louisiana at Lafayette has requested and been appropriated \$4.5 million through the Board of Regents in Capital Outlay Funds for this Land Acquisition, as authorized by Act 485 of the 2021 Regular Louisiana Legislative Session.

The University will work with the appropriate State agencies to facilitate the purchase of the Diocese's portion of the former Our Lady of Lourdes Hospital property for the sum of \$4,175,000. The University engaged a certified appraiser to review this 5.66-acre property and said appraiser has delivered a report noting that the appraised value of the property is \$4,175,000, thus supporting the purchase price noted herein. The purchase of this property shall be funded partially by the property swap of a 1.411-acre site valued at \$860,000 currently owned by the University. The University engaged a certified appraiser to review this 1.411-acre property and said appraiser has delivered a report noting that the appraised value of the property is \$860,000, thus supporting the value noted herein. The remaining balance of \$3,315,000 (\$4,175,000 - \$860,000 = \$3,315,000) would be funded by the previously requested and appropriated \$4.5 million in Capital Outlay Funds.

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

Timing of this approval is critical to allow the University to undertake steps necessary to conform to the deadline established by the parties to enter into a purchase agreement on December 20, 2021.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for authorization to utilize designated Capital Outlay funds for the acquisition of the former Our Lady of Lourdes Hospital property, Society of the Roman Catholic Church of the Diocese of Lafayette.

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

BE IT FURTHER RESOLVED, that the President of the University of Louisiana at Lafayette and/or his designee are hereby designated and authorized to execute any and all documents necessary to execute the purchase of the Diocese's portion of the former Our Lady of Lourdes Hospital at such times as deemed appropriate to facilitate the purchase transactions.

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



October 7, 2021

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

Dear Dr. Henderson:

This is a request for authorization to utilize designated Capital Outlay funds for the acquisition of the former Our Lady of Lourdes Hospital property, Society of the Roman Catholic Church of the Diocese of Lafayette.

As authorized by Act 398 of the 2021 Regular Louisiana Legislative Session, the University of Louisiana at Lafayette has reached an agreement with the Society of the Roman Catholic Church of the Diocese of Lafayette (Diocese) for the purchase of their 5.66-acre portion of the former Our Lady of Lourdes Hospital property. This Property was identified as a necessary acquisition by our campus masterplan in 2012 for its ability to link main campus with the athletic campus.

The University of Louisiana at Lafayette has requested and been appropriated \$4.5 Million through the Board of Regents in Capital Outlay Funds for this Land Acquisition, as authorized by Act 485 of the 2021 Regular Louisiana Legislative Session.

The University will work with the appropriate State agencies to facilitate the purchase of the Diocese's portion of the former Our Lady of Lourdes Hospital property for the sum of \$4,175,000. The University engaged a certified appraiser to review this 5.66 acre property and said appraiser has delivered a report noting that the appraised value of the property is \$4,175,000, thus supporting the purchase price noted herein. The purchase of this property shall be funded partially by the property swap of a 1.411 acre site valued at \$860,000 currently owned by the University. The University engaged a certified appraiser to review this 1.411 acre property and said appraiser has delivered a report noting that the appraised value of the property is \$860,000, thus supporting the value noted herein. The remaining balance of \$3,315,000 ($\$4,175,000 - \$860,000 = \$3,315,000$) would be funded by the previously requested and appropriated \$4.5 Million in Capital Outlay Funds.

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

Dr. James B. Henderson
Page 2
October 7, 2021

Timing of this approval is critical to allow the University to undertake steps necessary to conform to the deadline established by the parties to enter into a purchase agreement on December 20, 2021.

Please place these items on the agenda for consideration at the October 2021 meeting of the Board of Supervisors.

Sincerely, 
E. Joseph Savoie
President

SVC

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

October 28, 2021

Item I.6. **University of Louisiana at Monroe's** request for approval to name the new softball facility the "Stangier – Young Leadership Center."

EXECUTIVE SUMMARY

The University is requesting approval to name the new ULM softball building the "*Stangier – Young Leadership Center*." This naming is being requested to recognize Gretchen Stangier and Carol Young for their contributions to ULM softball.

Gretchen and Carol have offered their financial support through the generous naming opportunity for the Leadership Center for the University of Louisiana at Monroe's women's softball team. This center will offer opportunities for student-athletes to study, tutor, watch film, study the game, and have a place to be educated on proper training and nourishment. The Leadership Center will also include the players' locker room. This project will infuse both energy and excitement into the program and provide another excellent recruiting tool for the coaching staff.

More than just financially contributing to the program, however, both Gretchen and Carol have been involved in other leadership capacities through both the softball program as well as the University. Gretchen is one of the keynote speakers at this year's ULM Business Symposium, using her passion for financial planning to educate community members, faculty, staff and students. Both Ms. Stangier and Ms. Young speak yearly to the softball team about important life issues that include leadership, money management, and philanthropy. Finally, they are active in assisting students and student-athletes in finding internships and other employment opportunities while they are in college and after they graduate.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval to name the new softball building the "Stangier – Young Leadership Center."



Office of the President

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October 14, 2021

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

Dear Dr. Henderson:

We are requesting approval to name the new softball athletic leadership center the “Stangier – Young Leadership Center.”

Gretchen Stangier and Carol Young are living out their American Dream, which is to use their resources to enhance the lives of student athletes both while they are students and after they graduate. They have offered their financial support through the generous naming opportunity for the Leadership Center for the University of Louisiana Monroe’s women’s softball team. This center will offer opportunities for student athletes to study, tutor, watch film, study the game and have a place to be educated on proper training and nourishment. The Leadership Center will also include the player’s locker room. This project will infuse both energy and excitement into the program and provide another excellent recruiting tool for the coaching staff.

More than just financially contributing to the program though, both Gretchen and Carol have been involved in other leadership capacities through both the softball program as well as the University. Gretchen is one of the keynote speakers at this year’s ULM Business Symposium, using her passion for financial planning to educate community members, faculty, staff and students. Both Gretchen and Carol speak yearly to the softball team about important life issues that include leadership, money management and philanthropy. Education is very important to both of these donors, and do not limit sharing their expertise and experience to just softball as they have held education workshops for other student athletes including women’s basketball. Gretchen and Carol also invest in other ways by attending games, fundraisers, career fairs and booster club meetings. Finally, they are active in assisting students and student athletes in finding internships and other employment opportunities while they are in college and after they graduate.

Both Gretchen and Carol have used their resources and contacts to bring other donors to the ULM family; quietly working and encouraging others to be part of this project. The support and encouragement they lend to the program has helped create the momentum necessary to complete this capital campaign that will enrich and enhance the lives of generations to come.

#TAKEFLIGHT

Thank you for your consideration of this request. Should you have any questions or need further information, please contact me at 318-342-1010 or by email at rberry@ulm.edu

Sincerely,

A handwritten signature in red ink, appearing to read "R. Berry". The signature is fluid and cursive, with the first name "R." and the last name "Berry" clearly distinguishable.

Ronald L. Berry, D.B.A.
President

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

FACILITIES PLANNING COMMITTEE

October 28, 2021

- Item I.7.** **University of Louisiana at Monroe's** request for approval to name the agriculture department green space on campus the "Flint and Jimmy Robertson Agriculture Greenhouse Complex."

EXECUTIVE SUMMARY

The University wishes to name the agriculture department green space on campus the "*Flint and Jimmy Robertson Agriculture Greenhouse Complex*." The greenhouse area was renovated by generous contributions to the ULM Foundation from Dan Robertson, son of Flint Robertson.

The two brothers, Flint and Jimmy, created their family-owned and operated business, Robertson Produce, Inc., in 1947, after they recognized a need for a produce distributor in this market. Robertson Produce grew from a single truck operation to a state-of-the-art distribution center which now operates from a 45,000-square-foot facility in Monroe, Louisiana. The company presently serves a distribution area that extends across North Louisiana, north to Little Rock, Arkansas and south to Lake Charles encompassing areas in between. Their vision has resulted in significant contributions and services to the agriculture community as well as schools, correctional facilities, universities, military outlets, grocery store chains, and restaurants.

The Flint and Jimmy Robertson Endowment was established with an initial balance of \$50,000 and will continue to grow and support the ULM Agriculture Program in perpetuity. An additional \$50,000 was dedicated to the renovation of the ULM greenhouse complex area on campus. For over 50 years, these humble gentlemen have significantly impacted the community through their dedicated work in the field of agriculture, and this endowment will continue to honor their legacy through the ULM Agriculture Program. Jimmy Robertson passed away in February 2020.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval to name the agriculture department green space on campus the "*Flint and Jimmy Robertson Agriculture Greenhouse Complex*."

**Office of the President**

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October 8, 2021

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

Dear Dr. Henderson:

We are requesting approval to name the University of Louisiana Monroe agriculture department green space on campus the Flint and Jimmy Robertson Agriculture Greenhouse Complex. The greenhouse area was renovated by generous contributions to the ULM Foundation from Dan Robertson, son of Flint Robertson.

The two brothers, Flint and Jimmy, created their family-owned and operated business, Robertson Produce, Inc. in 1947, after they recognized a need for a produce distributor in this market. Robertson Produce grew from a single truck operation to a state-of-the-art distribution center which now operates from a 45,000 square foot facility in Monroe, Louisiana. The company presently serves a distribution area that extends across North Louisiana, north to Little Rock, Arkansas and south to Lake Charles encompassing areas in between. Their vision has resulted in significant contributions and services to the agriculture community as well as schools, correctional facilities, universities, military outlets, grocery store chains and restaurants.

The Flint and Jimmy Robertson Endowment was established with an initial balance of \$50,000 and will continue to grow and support the ULM Agriculture Program in perpetuity. An additional \$50,000 was dedicated to the renovation of the ULM greenhouse complex area on campus. For over 50 years, these humble gentlemen, Flint and Jimmy Robertson, have significantly impacted our community through their dedicated work in the field of agriculture, and this endowment will continue to honor their legacy through the ULM Agriculture Program. Jimmy Robertson passed away in February 2020.

Thank you for your consideration of this request. Should you have any questions or need further information, please contact me at 318-342-1010 or by email at rberry@ulm.edu

Sincerely,

Ronald L. Berry, D.B.A.
President

#TAKEFLIGHT

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

FACILITIES PLANNING COMMITTEE

October 28, 2021

Item I.8. **University of Louisiana at Monroe's** request for approval to name rooms in the School of Construction Management building.

EXECUTIVE SUMMARY

The University wishes to name rooms in the School of Construction Management building to recognize the financial donations from each company:

- Room 128 for Cajun Industries, LLC
- Patio for Turner Industries, Inc.
- Room 127 for Pane Truss of Longview, Inc.

In addition, all three companies recruit interns from the ULM School of Construction Management program and hire well-prepared graduates for their workforce. They are long-term supporters of the program and desire to promote their companies to the construction management students.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval to name rooms in the School of Construction Management building: Room 128 for Cajun Industries, LLC; Patio for Turner Industries, Inc.; and Room 127 for Pane Truss of Longview, Inc.

**Office of the President**

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October 8, 2021

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

Dear Dr. Henderson:

I am requesting approval to name the University of Louisiana Monroe School of Construction Management rooms for the following donations:

Room 128 for Cajun Industries, LLC. for \$40,000
Patio for Turner Industries, Inc. for \$8,500
Room 127 for Panel Truss of Longview, Inc. for \$100,000

All three companies recruit interns from the ULM School of Construction Management program and hire well-prepared graduates for their workforce. They are long-term supporters of the program and desire to promote their companies to the construction management students.

Thank you for your consideration of this request. Should you have any questions or need further information, please contact me at 318-342-1010 or by email at rberry@ulm.edu

Sincerely,

Ronald L. Berry, D.B.A.
President

#TAKEFLIGHT

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

FACILITIES PLANNING COMMITTEE

October 28, 2021

- Item I.9.** **University of Louisiana at Monroe's** request for approval to name a room in the School of Construction Management building the "Jim V. Haddox Student Study Center."

EXECUTIVE SUMMARY

The University wishes to name Room 121 in the School of Construction Management building the "*Jim V. Haddox Student Study Center.*" The Study Center was funded by generous contributions to the ULM Foundation from the Ray family, who are surviving members of the Jim Haddox family.

In 1960, Jim Haddox graduated from ULM (then Northeast Louisiana University) with a degree in geology. As an undergraduate, Jim Haddox was elected freshman favorite by his student colleagues. He was president of both the freshman and junior classes. Additionally, he was a member of the Circle K Club, Geology Honor Society, and Scabbard and Blade honorary military society. He was named to Phi Kappa Phi national honorary society and played basketball for ULM. He was a founder of Pi Kappa Alpha fraternity on campus. Mr. Haddox worked in the oil industry in Texas for several years before joining the university in 1967 as Director of Housing. He later served as Inter-Fraternity Council and Circle K adviser and often spoke to high school students about the educational opportunities offered at the university. Mr. and Mrs. Haddox have given back to the university with three endowed scholarships in the School of Education, School of Sciences, and the William D. Hoover School of Accounting, Financial and Information Services.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, *that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval to name a room in the School of Construction Management building the "Jim V. Haddox Student Study Center."*

**Office of the President**

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October 8, 2021

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

Dear Dr. Henderson:

We are requesting approval to name a room in the School of Construction Management building at the University of Louisiana Monroe as the Jim V. Haddox Student Study Center. The Study Center was funded by generous contributions to the ULM Foundation from the Ray family, who are surviving members of the Jim Haddox family.

In 1960, Jim Haddox graduated from ULM with a degree in geology. As an undergraduate, Jim Haddox was elected freshman favorite by his student colleagues. He was president of both the freshmen and junior classes. Additionally, he was a member of the Circle K Club, Geology Honor Society, and Scabbard and Blade honorary military society. He was named to Phi Kappa Phi national honorary society and played basketball for ULM. He was a founder of Pi Kappa Alpha fraternity on campus. Mr. Haddox worked in the oil industry in Texas for several years before joining the university in 1967 as Director of Housing. He later served as Inter-Fraternity Council and Circle K adviser, and often spoke to high school students about the educational opportunities offered at the university. Mr. and Mrs. Haddox have given back to the university with three endowed scholarships in the School of Education, School of Sciences, and the William D. Hoover School of Accounting, Financial and Information Services.

Thank you for your consideration of this request. Should you have any questions or need further information, please contact me at 318-342-1010 or by email at rberry@ulm.edu

Sincerely,

Ronald L. Berry, D.B.A.
President

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