

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

FACILITIES PLANNING COMMITTEE

October 24, 2024

- Item J.1.** Grambling State University's request for approval to amend the Facilities and Ground Lease/Leaseback Agreement with the Grambling University Foundation for the purpose of continuing improvements, replacing the scoreboards, and making additional technology improvements for the Eddie Robinson Memorial Stadium football field and the Fredrick C. Hobdy Assembly Center, pursuant to La. R.S. 17:3361.

EXECUTIVE SUMMARY

Grambling State University's scoreboards are in dire need of repairs and replacement, and other improvements are needed at the Eddie Robinson Memorial Stadium football field and the Fredrick C. Hobdy Assembly Center. The Grambling University Foundation has secured a line of credit to complete the project. To carry out the project, the Board on behalf of Grambling has already leased the land to the Grambling University Foundation. The Foundation will provide the funds to complete the project. The Foundation will make payments from the annual Coca-Cola United capital improvement contributions, sponsorships, and secured donations totaling approximately \$2 million. Once the project is complete and fully paid, the lease will terminate.

Grambling State University requests permission to extend the land lease/leaseback with the Grambling University Foundation for the purpose described above.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Grambling State University's request to amend the Facilities and Ground Lease/Leaseback Agreement with the Grambling University Foundation for the purpose of continuing improvements, replacing the scoreboards, and making additional technology improvements for the Eddie Robinson Memorial Stadium football field and the Fredrick C. Hobdy Assembly Center, pursuant to La. R.S. 17:3361.*

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

Executive Summary

October 24, 2024

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BE IT FURTHER RESOLVED, that the President of Grambling State University and his or her designee is hereby designated and authorized to execute any and all documents necessary to execute the Ground Lease/Leaseback Agreement.

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

**AMENDMENT TO LEASE
by and between**

**GRAMBLING UNIVERSITY FOUNDATION
(as Lessor)**

and

**BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM, on behalf of
GRAMBLING STATE UNIVERSITY
(as Lessee)**

This **AMENDMENT TO LEASE** (together with any amendment(s) hereto or supplement hereof, the "*Facilities and Grounds Lease*"), executed in May 2017, is entered into by and between **GRAMBLING UNIVERSITY FOUNDATION**, a Louisiana nonprofit corporation represented herein by its Chairman, Janet Barnes, M.D. (the "*Corporation*") and the **BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM** (the "*Board*"), a public constitutional corporation organized and existing under the laws of the State of Louisiana, on behalf of Grambling State University (the "*University*") represented herein by the President of Grambling State University and Board Representative, Martin Lemelle, Jr., D.B.A.

WITNESSETH

WHEREAS, the parties in May 2017 entered into a Facilities and Grounds Lease whereby the Board Leased Property to the Corporation to proceed with the Project for renovation of the Facilities and the parties have agreed to modify the terms of the Facilities and Grounds Lease;

WHEREAS, the parties desire to extend their lease for the purpose of continuing improvements, replacing the scoreboards and making additional technology improvements for the Eddie Robinson Memorial Stadium football field and the Fredrick C. Hobdy Assembly Center pursuant to LA R.S. 17:3361;

NOW THEREFORE, the parties hereby agree that the following constitutes a modification of the terms and conditions in the Facilities Lease executed in May 2017 as set forth herein and all other terms in the original Lease remain unchanged:

Section 1. Facilities Lease; Term of Lease.

Shall include additional specific reference which is hereby made to the following terms and provisions of the Lease in Section 1:

1. The term of the Lease commenced in May, 2017 and shall continue until midnight on June 30, 2030, unless sooner terminated or extended as provided in the Lease.
2. The Project for renovation shall include continuing improvements, replacing the scoreboards and making additional technology improvements for the Eddie Robinson Memorial Stadium football field and the Fredrick C. Hobdy Assembly

Center pursuant to LA R.S. 17:3361.

3. Lessor has the right under the Lease to purchase Lessee's leasehold interest in the Facilities at any time during the term of the Lease in accordance with the provisions thereof.

Section 29. Notices.

Shall include additional specific reference which is hereby made to the following terms and provisions of the Lease in Section 29:

Section 29. Notices. All notices, filings and other communications ("*Notice*") shall be in writing and shall be sufficiently given and served upon the other parties if delivered by hand directly to the persons at the addresses set forth below, or shall be sent by first class mail, postage prepaid, addressed as follows:

Lessor: Grambling University Foundation
P.O. Box 587
Grambling, LA 71245
ATTN: Chairman

Lessee: Board of Supervisors for the University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, Louisiana 70802
Attention: Vice President for Business and Finance

University: Grambling State University
President Martin Lemelle, Jr., D.B.A.
403 Main Street
Grambling, LA 71245

IN WITNESS WHEREOF, the undersigned representatives have signed this Amendment to Lease on behalf of the Board of Supervisors for the University of Louisiana System and the Corporation on the __day of_, 2024.

BOARD OF SUPERVISORS FOR
THE UNIVERSITY OF LOUISIANA
SYSTEM

By: _____
Martin Lemelle, Jr. D.B.A., President
Grambling State University
Board Representative

WITNESSES:

GRAMBLING UNIVERSITY
FOUNDATION

By: _____
Dr. Janet Barnes, CHAIRMAN

WITNESSES:

**STATE OF LOUISIANA
PARISH OF LINCOLN**

BE IT KNOWN, that on this ____ day of ____, 2024, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared:

Martin Lemelle, Jr.

to me known to be the identical person who executed the above and foregoing instrument, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he is the duly appointed Board Representative of the Board of Supervisors for the University of Louisiana System (the “*Board*”), that the aforesaid instrument was signed by him, on this date, on behalf of the Board and that the above named person acknowledges said instrument to be the free act and deed of the Board.

WITNESSES:

Martin Lemelle, Jr., D.B.A., President
Grambling State University
Board Representative

NOTARY PUBLIC

Print Name: _____

Notary ID # _____

My Commission expires:

STATE OF LOUISIANA

PARISH OF LINCOLN

BE IT KNOWN, that on this ____ day of _____, 2024, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared:

Dr. Janet Barnes

to me known to be the identical person who executed the above and foregoing instrument, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he is the duly appointed Board Representative of the Board of Supervisors for the University of Louisiana System (the "*Board*"), that the aforesaid instrument was signed by him, on this date, on behalf of the Board and that the above named person acknowledges said instrument to be the free act and deed of the Board.

WITNESSES:

Dr. Janet Barnes, Chairman
Grambling University
Foundation

NOTARY PUBLIC

Print Name: _____

Notary ID # _____

My Commission is for Life

FORM OF MEMORANDUM OF AGREEMENT TO
EXTEND THE LEASE WITH OPTION TO
PURCHASE

STATE OF LOUISIANA §
 § KNOW ALL MEN BY THESE
PARISH OF LINCOLN § PRESENTS:

MEMORANDUM OF
LEASE

This Memorandum of Lease (this “*Memorandum*”) is entered into by and between Grambling University Foundation (the “*Lessor*”) and the Board of Supervisors for the University of Louisiana System (the “*Lessee*”).

RECITALS

A. Lessor and Lessee have entered into an Agreement to Lease with Option to Purchase dated as of May __, 2017 (the “*Lease*”), whereby Lessor did lease to Lessee, and Lessee did lease from Lessor, _____ described and incorporated herein (the “*Facilities*”).

B. Lessor and Lessee desire to extend their lease for the purpose of continuing improvements, replacing the scoreboards and making additional technology improvements for the Eddie Robinson Memorial Stadium football field and the Fredrick C. Hobdy Assembly Center pursuant to LA R.S. 17:3361; and file this Memorandum, which is to be recorded in order that third parties may have notice of the parties’ rights under the Lease.

LEASE TERMS

Specific reference is hereby made to the following terms and provisions of the Lease:

1. The term of the Lease commenced in May, 2017 and shall continue until midnight on June 30, 2030, unless sooner terminated or extended as provided in the Lease.
2. The Project for renovation shall include continuing improvements, replacing the scoreboards and making additional technology improvements for the Eddie Robinson Memorial Stadium football field and the Fredrick C. Hobdy Assembly Center pursuant to LA R.S. 17:3361.
3. Lessor has the right under the Lease to purchase Lessee’s leasehold interest in the Facilities at any time during the term of the Lease in accordance with the provisions thereof.

4. Additional information concerning the provisions of the Lease can be obtained from the parties at the following addresses:

Lessor: **Grambling University Foundation**
P.O. Box 587
Grambling, LA 71245
ATTN: Chairman

Lessee: **Board of Supervisors for the University of Louisiana System**
1201 North Third Street, Suite 7-300
Baton Rouge, Louisiana 70802
Attention: Vice President for Business and Finance

University: **Grambling State University**
President Martin Lemelle, Jr., D.B.A.
403 Main Street
Grambling, LA 71245

This Memorandum is executed for the purpose of recordation in the public records of Lincoln Parish, Louisiana in order to give notice of all the terms and provisions of the Lease and is not intended and shall not be construed to define, limit, or modify the Lease. All of the terms, conditions, provisions and covenants of the Lease are incorporated into this Memorandum by reference as though fully set forth herein, and both the Lease and this Memorandum shall be deemed to constitute a single instrument or document.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

THUS DONE AND PASSED on the ____ day of _____, 2024, in Grambling, Louisiana in the presence of the undersigned competent witnesses, who herewith sign their names with Janet Barnes, Chairman, Grambling University Foundation and me, Notary.

WITNESSES:

GRAMBLING UNIVERSITY
FOUNDATION

By: _____
Dr. Janet Barnes, Chairman

NOTARY PUBLIC

Print Name: _____
Notary ID # _____
My Commission is for Life

THUS DONE AND PASSED on the ____ day of _____, 2024, in Grambling, Louisiana in the presence of the undersigned competent witnesses, who herewith sign their names with Martin Lemelle, Jr., President of Grambling State University and Board Representative, and me, Notary.

WITNESSES:

BOARD OF SUPERVISORS FOR
THE UNIVERSITY OF LOUISIANA
SYSTEM

By: _____
Martin Lemelle, Jr. D.B.A., President
Grambling State University

NOTARY PUBLIC

Print Name: _____
Notary ID # _____
My Commission is for Life

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

October 24, 2024

Item J.2. Louisiana Tech University's request for approval to name a classroom in Bogard Hall the "John Calhoun Mechanical Engineering Innovation Lab."

EXECUTIVE SUMMARY

The University is requesting approval to name a classroom in Bogard Hall the "*John Calhoun Mechanical Engineering Innovation Lab*" in recognition of private, philanthropic support for the University.

John D. Calhoun Jr. dedicated 32 years of service to Louisiana Tech University as a professor of Mechanical Engineering from 1948 to 1980. Following his retirement, he served as an expert witness in many legal cases. He enjoyed many hobbies during his life including flying, camping, and furniture design and construction. He and his wife Ruth were married 51 years when he died in September of 2000 after a lengthy illness. John was a member of Trinity United Methodist Church, ASME, the Ruston Lions Club, and the Ruston HAM Radio Club.

Mr. Calhoun was dedicated to his community and his profession and had a tremendous impact on the students he taught, including a generous mechanical engineering alumnus whose gift to the University was made in Mr. Calhoun's honor.

The specified name shall remain attached to the lab for the useful life of the facility, and for a period of not less than twenty years provided the space continues in use as a lab. Replacement or substantial renovation shall be considered the end of its useful life.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval to name a classroom in Bogard Hall the "John Calhoun Mechanical Engineering Innovation Lab."*



J.2.

LOUISIANA TECH
UNIVERSITY

Office of the President

September 27, 2024

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

Louisiana Tech University seeks approval from the University of Louisiana Board of Supervisors to name a classroom in Bogard Hall, the "John Calhoun Mechanical Engineering Innovation Lab."

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "James B. Henderson".

Dr. James B. Henderson



Executive Summary

Louisiana Tech University is requesting approval to name a classroom in Bogard Hall the “John Calhoun Mechanical Engineering Innovation Lab” in recognition of private, philanthropic support for the University.

John D. Calhoun Jr. dedicated 32 years of service to Louisiana Tech University as a professor of Mechanical Engineering from 1948 to 1980. Following his retirement, he served as an expert witness in many legal cases. He enjoyed many hobbies during his life, including flying, camping, and furniture design and construction. He and his wife, Ruth, were married 51 years when he died in September of 2000 after a lengthy illness. John was a member of Trinity United Methodist Church, ASME, the Ruston Lions Club, and the Ruston HAM Radio Club.

Mr. Calhoun was dedicated to his community and his profession and had a tremendous impact on the students he taught, including a generous mechanical engineering alumnus whose gift to the University was made in John Calhoun’s honor.

The specified name shall remain attached to the lab for the useful life of the facility, and for a period of not less than twenty years provided the space continues in use as a lab. Replacement or substantial renovation shall be considered the end of its useful life.

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

FACILITIES PLANNING COMMITTEE

October 24, 2024

Item J.3. Louisiana Tech University's request for approval to name a classroom in use by the Emergent Learning Research Institute in Woodard Hall as the "Higginbotham Create Studio."

EXECUTIVE SUMMARY

Louisiana Tech University is requesting approval to name a classroom in use by the Emergent Learning Research Institute located in Woodard Hall to the "*Higginbotham Create Studio*," in recognition of private, philanthropic support for the University.

Alice and Lawrence Higginbotham are proud graduates of Louisiana Tech University, and active members of the Louisiana Tech and Lincoln Parish Community. Alice completed her bachelor's in education in 1979, followed by a master's in Reading in 1982. Her career in special education included service in the Lincoln Parish School District, where she was recognized for outstanding work and commitment to her students, including as Hico Elementary Teacher of the Year in 2007, Dubach Junior High Teacher of the Year in 2010, and the second-place finisher in the Project L.I.F.E. award contest in 2010.

Lawrence earned a bachelor's degree in finance in 1980 and went on to complete a master's in biology in 1996. Lawrence's research has led to several recognitions, and patents issued, including a patent issued to him and two others for their collaborative development of a bioherbicide and method of controlling giant salvinia. He was awarded the Inventor Award in 2001 by the Louisiana Tech Research Foundation, and again in 2003.

The specified name shall remain attached to the space for the useful life of the facility, and not less than twenty years provided that the space continues to be used in support of the Institute. Replacement or substantial renovation of the studio after twenty years shall be considered the end of its useful life.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval to name a classroom in use by the Emergent Learning Research Institute located in Woodard Hall to the "Higginbotham Create Studio."



LOUISIANA TECH
UNIVERSITY

Office of the President

September 27, 2024

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

Louisiana Tech University seeks approval from the University of Louisiana Board of Supervisors to name a classroom in use by the Emergent Learning Research Institute in Woodard Hall as "The Higginbotham Create Studio.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "James B. Henderson", with a long horizontal flourish extending to the right.

Dr. James B. Henderson



Executive Summary

The University is requesting approval to name a classroom in use by the Emergent Learning Research Institute located in Woodard Hall to “The Higginbotham Create Studio,” in recognition of private, philanthropic support for the University.

Alice and Lawrence Higginbotham are proud graduates of Louisiana Tech University, and active members of the Louisiana Tech and Lincoln Parish Community. Alice completed her bachelor’s in education in 1979, followed by a master’s in Reading in 1982. Her career in special education included service in the Lincoln Parish School District, where she was recognized for outstanding work and commitment to her students, including as Hico Elementary Teacher of the Year in 2007, Dubach Junior High Teacher of the Year in 2010, and the second-place finisher in the Project L.I.F.E. award contest in 2010.

Lawrence earned a bachelor’s degree in finance in 1980 and went on to complete a master’s in biology in 1996. Lawrence’s research has led to several recognitions, and patents issued, including a patent issue to he and two others for their collaborative development of a bioherbicide and method of controlling giant salvinia. He was awarded the Inventor Award in 2001 by the Louisiana Tech Research Foundation, and again in 2003.

The specified name shall remain attached to the space for the useful life of the facility, and not less than twenty years provided that the space continues to be used in support of the Institute. Replacement or substantial renovation of the studio after twenty years shall be considered the end of its useful life.

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

FACILITIES PLANNING COMMITTEE

October 24, 2024

Item J.4. McNeese State University’s request for approval to name the Southwest Louisiana Entrepreneurial and Economic Development (SEED) Center the “Henning SEED Center.”

EXECUTIVE SUMMARY

The University is requesting approval to name the Southwest Louisiana Entrepreneurial and Economic Development (SEED) Center the “*Henning SEED Center*”

The University wishes to recognize the prominent role the Henning Family has played in the Southwest Louisiana (SWLA) business community since the 1920s. The Henning Family patriarch, William Thomas Henning, started a small, independent telephone company, Cameron Telephone Company, in 1928. The company initially served the rural community of Hackberry, Louisiana. William “Bill” L. Henning, Sr. and his brother, J.T. Henning, assumed operations when their father passed away. The lines were eventually extended to serve the remainder of Cameron Parish, and Carlyss, Grand Lake, and Moss Bluff in Calcasieu Parish. The telephone company developed into a large and very successful telecommunications group that included PCS, Cellular, wireless communications, internet, cable television, and other communication services that provided the latest and most modern technology available. Bill Henning served as Chief Executive Officer of Cameron Communications until the company was sold in 2010.

The Henning Family legacy in the business community continues today through Bill’s children: William L. “Dub” Henning, Jr., Thomas G. Henning and John A. Henning. The Henning brothers have contributed to the economic progress of Lake Charles and SWLA community through developments such as Oak Crossing and The Stables at Le Bocage. Oak Crossing, a commercial business park in South Lake Charles, mixes 100 plus year-old oak trees in central park with business, restaurant and event locations. The Stables at Le Bocage have grown into the premier equestrian venue in SWLA and have expanded its use of these facilities for weddings and events in the surrounding beautiful countryside.

The Hennings have supported the vitality and wellbeing of McNeese State University and the McNeese Foundation with donations to the Louisiana Small Business Development Center at McNeese, Banners Cultural Series, rodeo and equestrian teams, Harold and Pearl Dripps School of Agricultural Sciences, and athletic teams. The education provided to entrepreneurs and existing business owners using the Henning SEED Center will continue to provide services that help small businesses in SWLA grow and thrive now and for generations to come.

The naming will be for the useful life of the facility.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request for approval to name the Southwest Louisiana Entrepreneurial and Economic Development (SEED) Center the "Henning SEED Center."*



J.4.

Via Electronic Transmittal Only

October 3, 2024

President Richard J. Gallot, Jr.
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear President Gallot:

McNeese State University requests consideration and approval of the following to be placed on the agenda for the October 24, 2024 meeting of the Board of Supervisors:

*To name the Southwest Louisiana Entrepreneurial and Economic Development (SEED) Center
the Henning SEED Center.*

Thank you for your assistance in this matter.

Sincerely,

Wade Rousse, PhD
President

Attachments



OFFICE OF THE PRESIDENT
MCNEESE STATE UNIVERSITY

WADE ROUSSE, PHD

October 3, 2024

President Richard J. Gallot, Jr.
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear President Gallot,

I am requesting approval for McNeese State University to name the Southwest Louisiana Entrepreneurial and Economic Development (SEED) Center the Henning SEED Center.

The Henning Family has played a prominent role in the Southwest Louisiana (SWLA) business community since the 1920s. The Henning Family patriarch, William Thomas Henning, started a small, independent telephone company, Cameron Telephone Company, in 1928. The company initially served the rural community of Hackberry, Louisiana.

William "Bill" L. Henning, Sr. and his brother, J.T. Henning, assumed operations when their father passed away. The lines were eventually extended to serve the remainder of Cameron Parish, and Carlyss, Grand Lake, and Moss Bluff in Calcasieu Parish. The telephone company developed into a large and very successful telecommunications group that included PCS, Cellular, wireless communications, internet, cable television and other communication services that provided the latest and most modern technology available. Bill Henning served as Chief Executive Officer of Cameron Communications until the company was sold in 2010.

The Henning Family legacy in the business community continues today through Bill's children: William L. "Dub" Henning, Jr., Thomas G. Henning and John A. Henning. The Henning Brothers have contributed to the economic progress of Lake Charles and SWLA community through developments such as Oak Crossing and The Stables at Le Bocage. Oak Crossing, a commercial business park in South Lake Charles, mixes 100 plus year-old oak trees in central park with business, restaurant and event locations. The Stables at Le Bocage have grown into the premier equestrian venue in SWLA and have expanded its use of these facilities for weddings and events in the surrounding beautiful countryside.

The Hennings have supported the vitality and well-being of McNeese State University and the McNeese Foundation with donations to the Louisiana Small Business Development Center at McNeese, Banners Cultural Series, rodeo and equestrian teams, Harold and Pearl Dripps School of Agricultural Sciences, and athletic teams.



OFFICE OF THE PRESIDENT
MCNEESE STATE UNIVERSITY

WADE ROUSSE, PhD

The education provided to entrepreneurs and existing business owners using the Henning SEED Center will continue to provide services that help small businesses in SWLA grow and thrive now and for generations to come.

Thank you for your approval of this request to honor the Henning Family and their entrepreneurial spirit.

Respectfully,

Wade Rousse, PhD
President

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

FACILITIES PLANNING COMMITTEE

October 24, 2024

Item J.5. **Nicholls State University's** request for approval to amend its Five-Year Capital Outlay submission to increase the cost of their new Coastal Center.

EXECUTIVE SUMMARY

The University is requesting Board approval to amend its Five-Year Capital Outlay submission of August 2024 to increase the cost of their new Coastal Center from \$26,000,000 to \$29,000,000. The additional \$3,000,000 has been secured through Congressman Garrett Graves by a National Oceanic and Atmospheric Administration Federal Grant. This funding will provide facilities for the future Engineering Workforce Development Center, which will become an annex to the Coastal Center. This current year request is a dollar-for-dollar match.

The Electronic Capital Outlay Request Tracking System (eCORTS) documents has been revised, and forwarded up to the Management Board level (eCORTS project number573904).

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University's request for approval to amend its Five-Year Capital Outlay submission to increase the cost of their new Coastal Center.*



Nicholls State University

Office of the President

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

J.5.

October 3, 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 item to be placed on the agenda for the October 24, 2024 meeting of the Board of Supervisors for the University of Louisiana System:

Amend Five-Year Capital Outlay Plan for FY 2025-2026.

Thank you for your assistance in this matter.

Sincerely,

Jay Clune, PhD
President

JC/apf

Enclosures

- c: Mr. Terry Braud, Executive 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/Chief Academic Officer
- Ms. Renee Hicks, Assistant Vice President of Institutional Effectiveness Access & Success
- Ms. Alison Hadaway, Director of Human Resources
- Mr. Jerad David, Director of Communications & Legislative Affairs
- Ms. Paige Pierce, Director of Alumni Affairs
- Ms. Paulette Mayon, Controller & Ethics Liaison
- Dr. Martin Meder, Faculty Senate President

Office of Physical Plant Operations

P.O. Box 2012
Thibodaux, LA 70310
985.449.7041
Fax: 449.7040

NICHOLLS
STATE UNIVERSITY
A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM

TO: Terry Braud, Jr.
Vice President for Finance & Administration

FROM: Danielle Breaux ^{DB}
Director of Facilities & Project Management

DATE: October 8, 2024

RE: Agenda Item – October Board Meeting
Five Year Plan for FY 2024 – 2025

Our five year plan has been amended to increase the cost of the new Coastal Center from \$26,000,000.00 to \$29,000,000.00. This increase is to allow an additional \$3,000,000.00 to be added to the project due to additional funding available by a NOAA Federal Grant from Congressman Graves. The revised five year plan is attached. This will be shared with the President's office to allow this item to be placed on the Board of Supervisor's October 2024 meeting agenda.

Should you have any questions, please do not hesitate to call.

Attachment

Nicholls State University
 Five Year Capital Outlay Plan
 FY 2025-26 thru 2029-30

Campus Priority	Project Type (E, C, N, SG)	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2025-26 (Year 1)	FY 2026-27 (Year 2)	FY 2027-28 (Year 3)	FY 2028-29 (Year 4)	FY 2029-30 (Year 5)	Total
1	E	ADA Upgrades, Multi-Building	GOB		\$7,050,803	\$7,050,803				\$14,101,606
2	E	Fire Alarm Integration, Multi-Building	GOB		\$3,056,464	\$0				\$3,056,464
3	C	Didier Fieldhouse, Planning & Construction	GOB/SG	\$ 500,000	\$141,666	\$3,458,334				\$4,100,000
4	C	New Nursing Building, Planning & Construction	GOB	\$ 1,059,920	\$26,439,977					\$27,499,897
5	C	Women's Student Athlete Performance Center	GOB	\$ 654,167	\$7,620,833					\$8,275,000
6	C	Coastal Center Facility	GOB, S/G	\$ 16,632,423	\$12,367,577					\$29,000,000
7	N	Harvey & May Peltier Center (Welcome Center - Alumni House, Planning & Construction)	GOB, S/G		\$290,000	\$3,335,000				\$3,625,000
8	N	Al Danos New College of Business/School of Marine Transportation	GOB,S/G		\$2,083,333	\$23,916,667				\$26,000,000
9	N	Gouaux Hall/Wm. Clifford Smith School of Engineering Renovations	GOB		\$1,900,000	\$23,100,000				\$25,000,000
10	N	Hill Hall Renovation, Planning & Construction	GOB		\$694,185	\$6,037,328				\$6,731,513
11	N	Student Life Center, Planning & Construction	GOB		\$398,750	\$4,676,250				\$5,075,000
12	N	Ellender Library Modernization, Phase I	GOB		\$330,725	\$5,544,638				\$5,875,363
13	N	Ellender Library Modernization, Phase II	GOB			\$571,903	\$6,627,097			\$7,199,000
14	N	Ellender Library Modernization, Phase III	GOB				\$738,868	\$8,458,482		\$9,197,350
15	N	Lafourche Crossing Farm, Farm to Table Pavilion	GOB		\$1,750,000					\$1,750,000
16	N	Calecas Hall Renovations	GOB		\$229,167	\$2,770,833				\$3,000,000
17	N	New Residence Hall Building, Planning & Construction	GOB		\$2,122,800	\$24,365,800				\$26,488,600
18	N	Information Technology Center Renovation, Planning & Construction	GOB		\$495,259	\$6,671,347				\$7,166,606
19	N	Electrical Upgrade Phase III	GOB		\$2,713,348					\$2,713,348
20	N	Operations and Maintenance Building, Planning & Construction	GOB		\$1,700,369	\$4,299,631				\$6,000,000
Total				\$18,846,510	\$71,385,256	\$115,798,534	\$7,365,965	\$8,458,482		\$221,854,747

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

FACILITIES PLANNING COMMITTEE

October 24, 2024

Item J.6. **Northwestern State University’s** request for approval to name the Caspari Hall Third Floor Conference Room the “Jerry Pierce Conference Room.”

EXECUTIVE SUMMARY

Northwestern State University wishes to name the Caspari Hall Third Floor Conference Room the “*Jerry Pierce Conference Room.*” Jerry Pierce’s remarkable 57-year tenure at NSU and immeasurable contributions to the state of Louisiana, higher education, and the Natchitoches community left a legacy that will endure for generations.

Jerry Pierce’s life and career epitomized service to his alma mater, his hometown, and the greater good of Louisiana’s public institutions. A proud alumnus and executive vice president of NSU, Jerry influenced not only the trajectory of the University but also played an instrumental role in shaping statewide policies in higher education through his advocacy with governors, legislators, and stakeholders within the University of Louisiana System.

He began his illustrious career as NSU’s sports information director and news bureau director, steadily rising to the role of Vice President for External Affairs in 1990. Under his leadership, Jerry oversaw athletics, alumni relations, and many aspects of university operations, all while remaining deeply connected to the students and the community he cherished. His vision and commitment were the driving force behind the establishment of the Louisiana Sports Hall of Fame in Natchitoches, a lasting testament to his passion for sports, history, and excellence.

Jerry’s involvement in the production of “Steel Magnolias” and his guidance in welcoming Hollywood productions to Natchitoches reflected his understanding of the cultural and economic impacts of such efforts. His behind-the-scenes contributions helped transform downtown Natchitoches into the vibrant cultural hub it is today. In addition to his work at NSU, Jerry was also a highly respected journalist, tennis player, and an active participant in civic and community causes throughout his life.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request for approval to name the Caspari Hall Third Floor Conference Room the “*Jerry Pierce Conference Room.*”

 NORTHWESTERN STATE

Office of the President

October 1, 2024

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

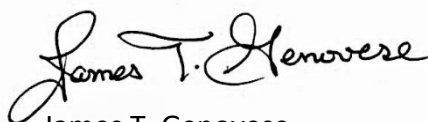
Re: Request to Name Caspari Hall Third Floor Conference Room the "Jerry Pierce Conference Room"

Dear President Gallot,

Northwestern State University is submitting a *Request to Name Caspari Hall Third Floor Conference Room the "Jerry Pierce Conference Room"* to be placed on the agenda for approval at the October 2024 Board meeting.

Thank you very much for your consideration.

Sincerely,



James T. Genovese
President

NORTHWESTERN STATE

Office of the President

October 1, 2024

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

Dear President Gallot,

Northwestern State University is requesting approval to name the Caspari Hall Third Floor Conference Room in memory of the late Jerry Pierce, whose remarkable 57-year tenure at NSU and immeasurable contributions to the state of Louisiana, higher education, and the Natchitoches community left a legacy that will endure for generations.

Jerry Pierce's life and career epitomized service to his alma mater, his hometown, and the greater good of Louisiana's public institutions. A proud alumnus and executive vice president of NSU, Jerry influenced not only the trajectory of our university but also played an instrumental role in shaping statewide policies in higher education through his advocacy with governors, legislators, and stakeholders within the University of Louisiana System.

He began his illustrious career as NSU's sports information director and news bureau director, steadily rising to the role of vice president for External Affairs in 1990. Under his leadership, Jerry oversaw athletics, alumni relations, and many aspects of university operations, all while remaining deeply connected to the students and the community he cherished. His vision and commitment were the driving force behind the establishment of the Louisiana Sports Hall of Fame in Natchitoches, a lasting testament to his passion for sports, history, and excellence.

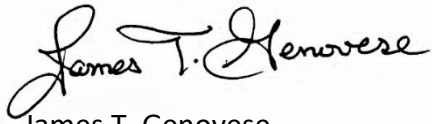
Jerry's involvement in the production of "Steel Magnolias" and his guidance in welcoming Hollywood productions to Natchitoches reflected his understanding of the cultural and economic impacts of such efforts. His behind-the-scenes contributions helped transform downtown Natchitoches into the vibrant cultural hub it is today. In addition to his work at NSU, Jerry was also a highly respected journalist, tennis player, and an active participant in civic and community causes throughout his life.

In recognition of his profound and multifaceted contributions to our university, our community, and the state, we believe it is fitting and appropriate to name the third-floor conference room in Caspari Hall in his honor. This space, which has seen countless important decisions and gatherings during his lifetime of service, will continue to reflect his dedication and spirit.

est 1884

Thank you for your consideration of this request. We look forward to your support in honoring a man who so richly deserves to be remembered in a place where he made an indelible impact.

Sincerely,

A handwritten signature in black ink that reads "James T. Genovese". The signature is written in a cursive style with a large initial "J" and "G".

James T. Genovese
President

est 1884

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

FACILITIES PLANNING COMMITTEE

October 24, 2024

Item J.7. **University of Louisiana at Lafayette's** request for approval to enter into a Farm Lease with T & B Farms LLC for 35 acres of farmland at the University's Cade Research Facility, as authorized by La. R.S. 17:3361.

EXECUTIVE SUMMARY

The University's Cade Research Facility is a 600-acre farm laboratory in St. Martin Parish. The Farm Lease with T & B Farms LLC will lease three fields of farmland totaling 35 acres, commencing on October 25, 2024, and have an initial term of three years, with three additional one-year option terms. The Farm Lease is authorized by La. R.S. 17:3361 and T & B Farms LLC was selected as the tenant through a competitive request for proposals. The leased premises are presently in a state of disrepair and not used by the University. T & B Farms LLC will improve the condition of the leased premises at its sole cost and expense so it can be used for harvesting crawfish and rice. The improvements will include, but not limited to, leveling and plowing the fields and repairing the levees (if needed) and thereafter maintain the improved condition of the leased premises during the term of the lease.

The University seeks approval to enter into the referenced Farm Lease with T & B Farms LLC for \$125 per acre per year and the improvements to be made to the leased premises.

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 Louisiana at Lafayette's request for approval to enter into a Farm Lease with T & B Farms LLC for 35 acres of farmland at the University's Cade Research Facility, as authorized by La. R.S. 17:3361.

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

Executive Summary

October 24, 2024

Page 2

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 associated with said lease.

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 3, 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

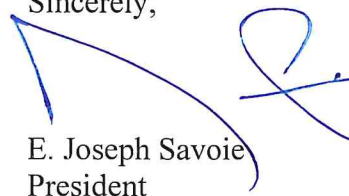
Dear President Gallot:

This is a request for permission for the University to enter into a Farm Lease with T & B Farms LLC ("Tenant") of thirty-five (35) acres of farmland at the University's Cade Research Facility for an initial term of three (3) years, with three (3) additional one (1) year option terms. The lease premises is presently in a state of disrepair and is not used by the University. T & B Farms LLC will improve the condition of the lease premises at its sole cost and expense so it can be used for harvesting crawfish and rice. The improvements will include, but not limited to, leveling and plowing the fields and repairing the levees (if needed) and thereafter maintain the improved condition of the lease premises during the term of the lease.

The University is seeking approval of the Board of Supervisors for the University of Louisiana System to enter into the referenced Farm Lease with T & B Farms LLC for \$125 per acre, per year and the improvements to be made to the leased premises. The draft of the Farm Lease is attached, which will be approved by System staff and legal counsel prior to execution.

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

Sincerely,



E. Joseph Savoie
President

svc
Attachment

FARM LEASE AGREEMENT

This Farm Lease Agreement (“Agreement”) is entered into effective the 24th day of October, 2024 (“Effective Date”), by and between BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE, organized and existing under the laws of the State of Louisiana, represented herein by its duly authorized representative the President of the University of Louisiana at Lafayette, Dr. E. Joseph Savoie (“Landlord” or “University”), and T & B FARMS LLC, represented herein by its duly authorized Member, William J. Talley (“Tenant”). Landlord and Tenant may be referred to herein collectively as the “Parties” and each individually as a “Party.”

ARTICLE 1 **Leased Premises**

1.1 Leased Premises. In consideration of the rents, covenants, and agreements hereinafter reserved and contained to be observed and performed by Tenant, Landlord demises and leases to Tenant, and Tenant leases from Landlord:

A portion of that certain tract or parcel of ground located in Section 18, Township 11 South, Range 6 East, First Ward of St. Martin Parish, Louisiana, and bearing municipal address 1178 W. J. Bernard Road, St. Martinville, Louisiana consisting of Five Hundred and thirty-four thousandths (500.034 acres) acres (“Cade Farm”), the area of which is subject to the exclusive use of Tenant being two (2) ponds and the land immediately surrounding the ponds and all improvements and facilities located thereon containing a total of approximately 35 acres, more or less, being more fully shown on a leasehold drawing attached hereto and made a part hereof as Exhibit A, hereinafter referred to as the “Leased Premises.”

ARTICLE 2 **Term and Termination**

2.1 Term. The initial term of this Agreement and the Rental payable hereunder for the Leased Premises as provided in Article 3 shall commence on the Effective Date and shall expire three (3) years after the Effective Date. The parties shall have the option to renew this Agreement for three (3) additional one (1) year option terms (each, an “Option Term”), to be mutually agreed between the parties. The initial term and any option terms exercised are hereinafter referred to collectively as the “Term.”

2.2 Termination for Convenience. Each Party shall have the right to terminate this Agreement at any time by giving thirty (30) days written notice to the other Party. Tenant shall be responsible for all Rental for the Leased Premises as set forth in Article 3 for the entire notice period.

2.3 Return of the Leased Premises. Upon the expiration or earlier termination of this Agreement, Tenant shall return possession of the Leased Premises, the equipment, and

improvements thereon to Landlord empty of all personal property, free of trash, and in like good order as received or improved as required hereunder, and usual wear and tear the only exceptions.

ARTICLE 3 **Rental and Consideration**

3.1 Rental. Tenant promises and agrees to pay to Landlord the following:

(a) Rent payments (“Rental”), in advance on the Effective Date and on the same calendar day of each subsequent month, at a rate of One Hundred Twenty-Five Dollars (\$125.00) per acre of the Leased Premises, per annum, payable in monthly installments of Three Hundred Sixty-Four and Fifty-Eight/Hundredths Dollars (\$364.58).

(b) All additional sums, charges, or amounts of whatever nature to be paid by Tenant to Landlord in accordance with the provisions of this Agreement (collectively referred to as “Additional Rental”).

3.2 Payment of Rental. Tenant shall pay all Rental when due and payable, without any setoff, deduction, or prior demand therefor whatsoever. If Tenant fails to pay said Rental within five (5) Business Days after the same is due, Tenant shall be obligated to pay a late payment charge of One Hundred Dollars (\$100.00) per day. In addition, any Rental which is not paid within ten (10) days after the Rental payment’s initial due date shall bear interest at an annual rate of ten percent (10%). All Rental shall be paid and delivered to Landlord at Landlord’s Notice Address set forth in Article 15.2, below, or at such other place as Landlord may from time to time designate in a written notice to Tenant. Any payment by Tenant, or acceptance by Landlord, of a lesser amount than is due from Tenant to Landlord shall be treated as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant. For purposes of this Agreement, “Business Day” is defined as Monday through Friday (excluding public holidays).

ARTICLE 4 **Use of the Leased Premises**

4.1 Permitted Use. The Leased Premises are leased to Tenant for the sole purpose of harvesting crawfish and rice, preparations for harvesting crawfish and rice, and the performance of Tenant’s obligations under this Agreement (collectively, the “Permitted Use”). Tenant agrees that it shall use the Leased Premises in such a manner as to not interfere with or infringe upon the normal use and rights of the Landlord or other tenants at Cade Farm and shall not commit any nuisance or permit the emission of any objectionable noise or odor. Tenant agrees to comply with all applicable laws, ordinances, and regulations in connection with its use of the Leased Premises and agrees to keep the Leased Premises in a clean and sanitary condition.

4.2 Ingress and Egress. Tenant, its invitees, employees, agents, and contractors, shall have and are hereby granted, during the Term of this Lease, the non-exclusive right, in common with others, of ingress and egress to and from the Leased Premises over and across public and private roadways and driveways serving Cade Farm.

4.3 Parking. Tenant shall only park automobiles and equipment on or immediately adjacent to the Leased Premises. The roadways and driveways at Cade Farm must be kept free of parked automobiles and equipment.

4.4 Equipment, Materials, and Fuel. Tenant, at its own expense, will provide all equipment and materials necessary to harvest crawfish and rice and perform the Tenant's obligations at the Leased Premises, as Tenant deems proper.

4.5 Utilities. The electricity serving the pumps on the Leased Premises are billed to the Landlord. Tenant shall reimburse the Landlord for its pro rata share of the utilities on a monthly basis.

4.5 Trash, Debris, Unused or Damaged Equipment. The Tenant shall remove all trash, debris, and unused or damaged equipment, including but not limited to bait boxes and traps, and keep the Leased Premises in a neat and orderly condition.

4.6. Signage. Tenant shall not, without Landlord's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed), install or permit to be installed any decorations, signage, or advertising media of any type upon the Leased Premises. Any decorations, signage, or advertising material which violates this Agreement is subject to removal and disposal by Landlord. Landlord shall not be held responsible for the cost of replacing any removed decorations, signage, or advertising material which violates this Agreement.

4.8 Rules and Regulations. Tenant agrees to abide by all rules and regulations of Cade Farm reasonably imposed by Landlord.

ARTICLE 5

Repairs, Improvements, and Alterations

5.1 Maintenance and Repairs. Tenant, at its sole cost and expense, shall keep the Leased Premises in good repair and condition during the Term. Tenant will repair promptly at its sole expense any damage to the Leased Premises caused by the Tenant or Tenant's contractors, employees, invitees, and agents. If Tenant fails to commence such repairs within five (5) Business Days after notice to do so from Landlord, Landlord may make or cause the same to be made and Tenant agrees to pay to Landlord promptly upon Landlord's demand, as Additional Rental, the reasonable cost thereof with interest at an annual rate of ten percent (10%) until paid.

5.3 Improvements and Alterations.

(a) **Required Improvements.** As additional consideration, Tenant agrees to improve the condition of the Leased Premises so it can be used for harvesting crawfish and rice, including but not limited to leveling and plowing the fields and repairing the levees (if needed) and thereafter maintain the improved condition of the Leased Premises during the Term, all at Tenant's sole cost and expense (collectively, "Improvements"). Tenant's obligation to make the Improvements is considered Additional Rental.

(b) **Other Alterations.** In addition to the Improvements, Tenant may make other improvements and alterations to the Leased Premises, at its own expense (“Alterations”), subject to the provisions of this Article 5.3.

(c) Prior to commencing any work on Improvements or Alterations, Tenant shall provide Landlord with construction and design plans, if applicable (*e.g.*, detailed plans would not be necessary for truly cosmetic alterations), and obtain written consent of Landlord prior to the proposed work, which consent shall not be unreasonably withheld, conditioned or delayed. The right of Landlord to review and approve the plans does not, and shall not be construed to place upon Landlord any responsibility whatsoever for the safety or functionality of the Improvements or Alterations pursuant to the said plans. Tenant specifically assumes all responsibility for the safety and functionality of the plans submitted by it, and of the Improvements or Alterations constructed pursuant to those plans, and agrees to defend, indemnify and hold Landlord harmless, as provided in Article 11.3, from all claims, including the cost of answering and defending said claims, which may be made against Landlord as a result of any alleged faulty plans or construction.

(d) Tenant shall have the right to employ its own contractors and/or workmen to make any Improvements or Alterations, which have been approved by Landlord. Tenant shall not permit any mechanic’s, materialman’s or other liens arising out of work performed at the Leased Premises by or on behalf of Tenant to be filed against the fee of the Building nor against Tenant’s interest in the Leased Premises. If any such lien is filed, then Tenant, within twenty (20) days of its notice of such lien, shall remove the same of record (by bonding or otherwise).

(e) Except as otherwise provided below, Improvements and Alterations shall become part of the Leased Premises and the property of Landlord upon their completion, or upon the earlier termination of this Lease, without cost to Landlord. Landlord may require that any Alterations be removed and the Leased Premises be repaired by Tenant or restored by Tenant at the expiration or earlier termination of this Agreement at Tenant’s sole cost and expense, provided Landlord has informed Tenant at the time Landlord approves such Alterations that Tenant will be required to remove the Alterations at the expiration or earlier termination of this Agreement. Alterations installed or made by Tenant, other than those of a structural nature, shall remain the property of Tenant.

ARTICLE 6

Solar Energy Research and Generation

6.1 Solar Energy Generating Equipment. Landlord shall have the right to install and use solar energy generating equipment (*e.g.* solar panels, racking systems, electric power lines) on and over the Leased Premises in connection with Landlord’s solar energy research and generation at Cade Farm. Tenant agrees that Landlord, its contractors, agents, and employees, shall have access to and the right to enter upon the Leased Premises at any time in order to install, use, maintain, repair, and/or remove such equipment.

6.2 Minimizing Interference. In exercising its rights in Article 6.1, Landlord shall use reasonable efforts to minimize interference with Tenant’s Permitted Use of the Leased Premises.

ARTICLE 7
Compliance

7.1 Legal and Regulatory Compliance. Tenant and all Tenant contractors, employees, invitees, and agents shall be in compliance at all times with all applicable federal, state, and local laws, regulations, and ordinances required for their lawful operation, including but not limited to Environmental Requirements.

“Environmental Requirements” means all State, federal, local, municipal, parish, and regional laws, statutes, rules, regulations, ordinances, codes, permits, approvals, plans, authorizations, concessions, investigation results, guidance documents; all legislative, judicial, and administrative judgments, decrees, orders, rules, rulings, and regulations; and all agreements and other restrictions and requirements in effect on or prior to the Effective Date, of any Governmental Authority, including, without limitation, federal, state, and local authorities, relating to the regulation or protection of human health and safety, natural resources, conservation, the environment, or the storage, treatment, disposal, processing, release, discharge, emission, use, remediation, transportation, handling, or other management of industrial, gaseous, liquid or solid waste, hazardous waste, hazardous or toxic substances or chemicals, or pollutants, and including without limitation the following environmental laws: The Clean Air Act (42 U.S.C.A. §1857); the Federal Water Pollution Control Act (33 U.S.C. §1251); the Resource Conservation and Recovery Act of 1976, (42 U.S.C. §6901); CERCLA, as amended by the Superfund Amendments and Reauthorization Act of 1986 (Pub.L. 99-499, 100 Stat. 1613); the Toxic Substances Control Act (15 U.S.C. §2601); the Clean Water Act (33 U.S.C. §1251); the Safe Drinking Water Act (42 U.S.C. §30); the Occupational Safety and Health Act (29 U.S.C. §651); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §135); the Louisiana Environmental Quality Act (La. R.S. 30:2001); and the Louisiana Air Quality Regulations (La. C. 33:III.2595) including any amendments or extensions thereof and any rules, regulations, standards or guidelines issued pursuant to or promulgated under any of the foregoing.

7.2 University Policies. Tenant shall be responsible for compliance with all applicable University policies, safety and security measures, environmental and sustainability guidelines, and vehicle regulations, including but not limited to the University’s Tobacco-Free Policy. Tenant shall also be responsible for disseminating to its employees any and all updates to University policies, guidelines, etc., including but not limited to those concerning or relating to COVID-19, as found on policies.louisiana.edu, or as otherwise provided by Landlord to Tenant in writing. Alcohol is not permitted anywhere on the University’s premises absent written authorization by University’s authorized representative.

ARTICLE 9
Assignment & Subletting

9.1 Assignment & Subletting. Tenant agrees that it will not assign, or sublet in whole or in part, any portion of the Leased Premises. Landlord may sell, transfer, or assign all or any part of its interest in Cade Farm, the Leased Premises, or this Agreement, at any time or times without the consent of Tenant.

ARTICLE 10

Taxes

10.1 Taxes. Tenant agrees to pay all ad valorem taxes on the fixtures and equipment owned or leased by Tenant located at the Leased Premises. For avoidance of doubt, Tenant shall have no obligation to pay for any ad valorem (property) or other taxes assessed against Landlord, Cade Farm or any of Landlord's property located at Cade Farm.

ARTICLE 11

Damages, Insurance, Indemnity

11.1 Damages, Loss. Tenant agrees that during its occupancy of the Leased Premises, it shall assume full responsibility for itself, its employees, guests, patrons, licensees, and all other persons entering the Leased Premises for business, pleasure, and/or other purposes relating to Tenant's use of the Leased Premises; provided, however, Tenant shall not be liable for any damages, losses, injuries to persons or property, costs or expenses arising from or related to the negligence of Landlord or its agents, employees, or contractors.

11.2 Release. Tenant agrees to use and occupy the Leased Premises at its sole risk and expense and, except for negligence or fault of Landlord, or Landlord's partners, agents, students, or employees, hereby releases Landlord, its partners, agents, students, and employees, to the fullest extent permitted by law, from all liability for any personal and/or bodily injuries, including death, property damage, property loss, or other financial loss suffered or sustained by Tenant occurring in the Leased Premises.

11.3 Indemnification.

(a) To the fullest extent permitted by law, Tenant shall defend, indemnify, and hold harmless the University, the Board of Supervisors for the University of Louisiana System, and each of their respective directors, board members, officers, employees, students, and agents ("Indemnitees") from and against any and all liability, claims, demands, actions, damages, losses, costs, and expenses (including, without limitation, all reasonable attorney's fees), whether based in contract, tort, strict liability, equity, or any other concept or theory of liability, arising out of or resulting from the exercise, discharge or performance of the terms of this Agreement, but only to the extent caused by the negligent or intentional acts or omissions of the Tenant or its employees or agents (which include, but are not limited to, contractors). Tenant agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or actions at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, or actions are groundless, false or fraudulent.

(b) Indemnitees specifically avail themselves of the provisions of La. R.S. 9:3221 whereby Tenant assumes all responsibility for the condition of the Leased Premises and any injuries or damages resulting therefrom.

11.4 Tenant's Insurance. Tenant shall purchase at its own cost and expense and maintain for the duration of the Term insurance coverage in accordance with the Insurance Requirements attached as Exhibit B. Tenant shall additionally include all sub-tenants, vendors, contractors, and

subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining that each sub-tenant, vendor, contractor, and subcontractor satisfies the Landlord's requirements for insurance coverage in accordance with Exhibit B.

ARTICLE 12

Default

12.1 Default. In the event Tenant fails to pay any Rental due herein under or fails to keep and perform any of the other obligations, terms, or conditions hereof, time being of the essence, Landlord shall provide written notice to Tenant setting forth in reasonable detail the nature and extent of such default and/or failure. Tenant must then cure such default and/or failure within ten (10) days of such notice. If such default and/or failure cannot reasonably be cured within such ten (10) day period, Landlord shall commence curing such default and/or failure within such ten (10) day period, and shall continue such curing with due diligence, speed, and continuity until fully cured. If Tenant fails to comply with the provisions of this Article 12.1, Landlord may resort to any and all legal remedies or combination of remedies which Landlord may desire to assert.

12.2 Rights of Landlord. Subject to the foregoing, should Tenant at any time violate any of the conditions of this Agreement, or fail to comply with any of Tenant's obligations hereunder, or fail to pay any Rental, or similar charges punctually at maturity, as stipulated, upon the filing of bankruptcy, receivership, or respite petition by or against Tenant, or upon Tenant's suspension, failure, or insolvency, the Rental for the whole unexpired term of this Agreement shall, without putting Tenant in default, at once become due and eligible, and in any such event, Landlord shall have the option either at once to demand the entire Rental for the whole term or to immediately cancel this Agreement without putting Tenant in default. In such event, Tenant shall remain responsible for all actual damages or losses suffered by Landlord which directly relate to this Agreement; Tenant hereby assenting thereto and expressly waiving the legal notice to vacate the Leased Premises. Failure to strictly and promptly enforce these conditions shall not operate as a waiver of Landlord's rights; Landlord expressly reserves the right to always enforce prompt payment of amounts due or to cancel this Agreement, as allowed pursuant to the terms of this Agreement, regardless of any indulgences or extensions previously granted. Failure to comply with any condition or obligation of this Agreement will make Tenant liable for any loss or damage sustained by Landlord.

12.2 Interest/Late Charge. Any amount due from Tenant to Landlord under this Article 12 which is not paid when due shall bear interest at an annual rate of ten percent (10%) from the due date until paid, or a minimum late charge of One Hundred Dollars (\$100.00) per day, whichever is greater, unless otherwise specifically provided herein; but the payments of such interest or late charge shall not excuse or cure any default by Tenant under this Agreement.

ARTICLE 13

Subordination, Attornment, and Liens

Tenant is subject to and hereby subordinates this Agreement to any mortgage or mortgages or similar instruments which may be from time to time placed upon and encumber said Leased Premises, and such mortgage or mortgages or similar instruments, whenever recorded, shall be superior and prior in lien to this Agreement, provided that so long as Tenant is not in default under

any terms of this Agreement beyond any applicable notice and cure period, Tenant shall be permitted to remain in possession of the Leased Premises for the Term of this Agreement, notwithstanding any foreclosure or enforcement of rights or remedies by mortgagee. Tenant shall attorn to mortgagee or any subsequent purchasers of the property. Tenant agrees to execute any instruments which may be deemed necessary or desirable to further effect the subordination of said lease to such mortgages, liens or similar instruments, or any of the same, and to execute any and all instruments necessary for the purposes of Landlord's completing financing of the Leased Premises.

ARTICLE 14 **Eminent Domain**

In the event of a taking of the whole or any part of the Leased Premises by a public authority by means of an eminent domain procedure so as to render the Leased Premises unsuitable for use, either Party shall have the right to terminate this Agreement upon notice to the other Party within thirty (30) days after receiving knowledge of the taking. Should either Party elect to terminate this Agreement, the lease terms shall cease as of the day the public authority assumes possession thereof. If, following a taking, this Agreement shall continue in effect as to any portion of the Leased Premises, all rent shall be reduced by the proportion which the floor area of the Leased Premises taken bears to the initial floor area of the Leased Premises.

ARTICLE 15 **General Provisions**

15.1 Non-Discrimination Clause.

(a) Tenant agrees to abide by the requirements of state and federal law, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Equal Pay Act of 1963, Title IX of the Education Amendments of 1972, Executive Order 11246, the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Uniformed Services Employment and Reemployment Rights Act of 1994, the Genetic Information Nondiscrimination Act of 2008, and the 1990 Americans with Disabilities Act, and amendments thereto.

(b) Tenant agrees not to unlawfully discriminate in its employment practices and will perform under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, genetic information, military or veteran status, disability, or age of persons. Any act of discrimination committed by Tenant, or failure to comply with federal, state, or local anti-discrimination laws, shall be premises for termination of this Agreement.

15.2 Notices. Any notice required or permitted under this Agreement shall be deemed to have been duly delivered when made (i) in writing and mailed by overnight delivery service or certified United States mail with postage prepaid and return receipt requested, or (ii) email to the intended recipient at the address set forth for that Party below:

If to Landlord:

University of Louisiana at Lafayette
Attention: E. Joseph Savoie, President
P. O. Drawer 41008
Lafayette, Louisiana 70504-1008

With copy to:

Lawrence E. Marino
Oats & Marino
100 E. Vermilion St., Suite 400
Lafayette, LA 70508

If to Tenant:

T & B Farms LLC
Attn: William J. Talley
5806 W. Old Spanish Trail
New Iberia, LA 70560

15.3 Entire Agreement. This Agreement, together with the exhibits attached hereto, contains the entire agreement between the Parties with respect to the subject of this Agreement and contains all of the terms and conditions agreed upon with respect to the subject of this Agreement, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties; it being the intent of the Parties that neither shall be bound by any term, condition, or representations not herein written.

15.4 Amendment. Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and executed by the duly authorized representatives of all Parties.

15.5 Severability. If any term or condition of this Agreement or the application thereof is held invalid, illegal, or unenforceable in any respect, 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 Agreement are declared severable.

15.6 No Waiver. No failure by either Party hereto at any time to give notice of any breach by the other Party of, or to require compliance with, any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

15.7 Audit. 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 inspecting and auditing all financial data, records, and accounts of the Tenant which relate to this Agreement, upon request.

15.8 Third-Party Beneficiaries. The Parties to this Agreement do not intend this Agreement to benefit or create any right or cause of action in or on behalf of any person or entity other than Tenant and Landlord.

15.9 Force Majeure. The performance of the Agreement by either Party shall be subject to “Force Majeure” which shall be defined as any event beyond the control of a Party, including, but not limited to: labor disputes, strike, riot, vandalism, sabotage, terrorist act, war (whether declared or undeclared), inclement weather, flood (whether naturally occurring or manmade), tidal surge or tsunami, landslide, earthquake, fire (whether naturally occurring or manmade), explosion, power shortage or outage, fuel shortage, embargo, congestion or service failure, epidemic, pandemic, government regulation, proclamation, order, or action, or where any of those factors, circumstances, situations, or conditions or similar ones make it illegal, impossible, or inadvisable to fully perform the terms of the Agreement. If any Force Majeure event occurs affecting a Party’s performance under this Agreement, the affected Party will give prompt written notice to the other Party and will use commercially reasonable efforts to minimize the impact of the Force Majeure event. Should the Force Majeure event continue for a period in excess of thirty (30) days, then the Landlord, in its sole discretion, may terminate the Agreement.

15.10 Landlord’s Employees. Employees of Landlord shall not perform any work for Tenant nor do anything outside of their regular duties unless instructed to do so by Landlord.

15.11 Governing Law and Venue. This Agreement and all claims arising out of or relating to this Agreement shall exclusively be governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of laws principles. The parties stipulate to the Fifteenth Judicial District, Lafayette Parish, Louisiana as mandatory venue for any suit filed that arises out of or relates to this Agreement.

15.12 Attorney’s Fees. If Landlord and Tenant litigate any provision of this Agreement or the subject matter of this Agreement, the unsuccessful litigant will pay to the successful litigant all costs and expenses, including reasonable attorney’s fees and court costs, incurred by or associated with the successful litigant as a result of such litigation.

15.13 Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which individually shall be deemed original but all of which together shall constitute one and the same document. An electronic (e.g., Portable Document Format or PDF) copy of the original signature of the representative of a Party shall have the same validity as an original signature for the purpose of this Agreement. In accordance with La. R.S. 9:2605B(1) and (2), the Parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the Parties to this Agreement shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. 9:2601 through 9:2621.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties, by signature below of their duly authorized representatives, have executed this Agreement as of the Effective Date.

Landlord:

Board of Supervisors for the University of Louisiana System

Dr. E. Joseph Savoie
President, University of Louisiana at Lafayette

Tenant:

T & B Farms LLC

William J. Talley, Member

EXHIBIT A
LEASEHOLD DIAGRAM



EXHIBIT B
INSURANCE REQUIREMENTS

Tenant shall purchase and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Tenant's operation and use of the leased premises. The cost of such insurance shall be borne by the Tenant.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

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

3. (Business) Automobile Liability

If a registered motor vehicle will be used in the performance of this Agreement (i.e. – within the course and scope and as part of the event for which the University's premises are being used, does NOT apply for the delivery and pickup of materials, travel for the Tenant to and from the event, etc.), then Tenant shall provide Automobile Liability Insurance (Business Automobile Liability if the Tenant is a commercial entity), including coverage for any auto (owned, rented, hired and non- owned autos) with a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired, and non-owned automobiles (any auto).

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

1. General Liability Coverage, Automobile Liability, Cyber Liability, and Professional Liability (if applicable):
 - a. The University of Louisiana at Lafayette (“University”), the Board of Supervisors for the University of Louisiana System (“Board”), and all of their respective officers, agents, employees, and volunteers shall be named as an additional insured for the full occurrence and aggregate limits as regards negligence by the Tenant. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the University.
 - b. The Tenant’s insurance shall be primary as respects the University, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the University shall be excess and non-contributory of the Tenant’s insurance.
 - c. The Tenant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.
2. All Coverages
 - a. Coverage shall not be canceled, suspended, or voided by either party (the Tenant or the insurer) or reduced in coverage or in limits except after thirty (30) days written notice has been given to the University. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Tenant’s policy.
 - b. The insurance companies issuing the policies shall have no recourse against the University for payment of premiums or for assessments under any form of the policies.
 - c. Any failure of the Tenant to comply with reporting provisions of the policy shall not affect coverage provided to the University, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

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

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Tenant shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the Agreement.

E. VERIFICATION OF COVERAGE

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

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

Upon failure of the Tenant to furnish, deliver and maintain such insurance as above provided, this Agreement, at the election of the University, may be suspended, discontinued or terminated. Failure of the Tenant to purchase and/or maintain any required insurance shall not relieve the Tenant from any liability or indemnification under the Agreement.

F. SUB-LEASES, TENANTS, SUB-TENANTS, AND VENDORS

If sub-leases are acceptable to the University, Tenant shall be responsible for verifying and maintaining the Certificates provided by each sub-Tenant. Sub-Tenants shall be subject to all of the requirements stated herein. The University reserves the right to request copies of Sub-Tenants' Certificates at any time.

If the Tenant choose to utilize the services of Tenants, sub-Tenants, vendors, and/or any other entity in the performance of this Agreement, then those entities are responsible for meeting the terms of this section with their own insurance coverages. Alternatively, the Tenant can provide evidence that these entities are covered under its (the Tenant's) insurance.

G. WORKERS COMPENSATION INDEMNITY

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

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

FACILITIES PLANNING COMMITTEE

October 24, 2024

- Item J.8.** **University of New Orleans’** request for approval to sell the Goldring Hall to the Ogden Museum of Southern Art, Inc., on terms and conditions acceptable to the Board and for the sale price no less than the appraised value. The Sale would be in Accordance with the University of Louisiana System Immovable Property Guidelines Section V.(E.)(2.) Sale to Specific Buyer and in accordance with Act 485 of the 2024 Regular Session of the Louisiana Legislature.

EXECUTIVE SUMMARY

The University has been presented with an offer to purchase Goldring Hall, located at 925 Camp Street near Lee Circle and the National World War II D-Day Museum. The building is state-owned and construction was completed in August 2003, when the University was a part of the Louisiana State University System. The building currently serves as the only operating portion of the Ogden Museum of Southern Art (“OMSA”). The University acquired the property by donation from the University of New Orleans Foundation in 1999. Designed specifically as a museum, the physical structure is six stories and contains approximately 60,000 square feet of exhibition and office space. OMSA is operated by the Ogden Museum of Southern Art, Inc., a private, non-profit corporation established to promote the well-being and advancement of the Ogden Museum of Southern Art.

Goldring and the Patrick F. Taylor Memorial Library, located at 615 Andrew Higgins Boulevard, New Orleans, Louisiana, were initially envisioned as a downtown arts complex that would serve OMSA and support the teaching mission of the UNO Fine Arts Department. Neither UNO nor any of its departments are currently associated with OMSA. UNO maintains sufficient other art facilities that support the teaching mission, including the St. Claude Gallery and the UNO Fine Arts Gallery. UNO continuously provided for certain utilities, property and casualty insurance for the premises since construction. The current occupant, OMSA, desires to purchase the building.

Act 485 of the 2024 Regular Legislative Session allows for the direct sale of the building and improvements to OMSA for appropriate consideration in compliance with Article VII Section 14 of the Louisiana Constitution.