
LSU BOARD OF SUPERVISORS MEETING
C.B. Pennington Jr. Conference Center, Auditoriums A-D
6400 Perkins Road, Baton Rouge, LA 70808
Friday, October 23, 2020 | Time: 9:30 a.m. CT

- I. Call to Order and Roll Call
- II. Invocation and Pledge of Allegiance
- III. Public Comment
- IV. Committee Meetings
 - A. Academic & Research Committee
 - 1. Request from LSU A&M to Establish the Bachelor of Fine Arts in Film and TV
 - 2. Request from LSU A&M to Establish the Post-Baccalaureate Certificate in Modern Topics in Petroleum Engineering
 - 3. Request from LSU Eunice to Establish Clifton “Slim” Gallow Family Scholarship
 - 4. Request from LSU Eunice to Rename the Acadian Center to the Dr. Anthony Mumphrey Center
 - 5. Request from LSU A&M to Establish a Graduate Certificate in Healthcare Systems Engineering
 - 6. Request from LSU A&M to Establish a Graduate Certificate in Healthcare Analytics
 - B. Finance Committee
 - 1. Request from LSU Health Sciences Center – Shreveport for a 75% Tuition Waiver for Three Students in Oral and Maxillofacial Surgery Residency Program
 - 2. Request from LSU Health Sciences Center – New Orleans for Authority to Exempt 25% of Tuition for the First Year of the Advanced Educational Program in Oral and Maxillofacial Surgery and to Charge In-State Rates for the Program Participants
 - 3. Recommendation to Approve the Fiscal Year 2021-22 Operating Budget Request
 - C. Property & Facilities Committee
 - 1. Request to Authorize Lease Agreements with the LSU Real Estate and Facilities Foundation for the University Lakes Project
 - 2. Request from LSU Shreveport to Approve a Cooperative Endeavor Agreement with Caddo Parish School Board for Usage of a Baseball Facility
 - 3. Request from LSU Health Sciences Center – New Orleans to Approve an Intent to Lease Agreement between the LSU Health Foundation and the LSU Board of Supervisors for the Lease of a Portion of the Lion’s Eye Center Building (**Revised**)
 - 4. Request from Pennington Biomedical Research Center to Amend the 2021-2022 Five-Year Capital Outlay Budget Request and First Year Prioritized Categories for Louisiana State University
 - D. Affiliated Organization Oversight Committee
 - 1. Recommendation to Approve an Affiliation Agreement with the LSU at Alexandria Foundation
 - 2. Recommendation to Approve an Affiliation Agreement with the LSU at Eunice Foundation

The Board or its Committees may enter into Executive Session in accordance with the provisions of LA R.S. 42:17

3. Recommendation to Approve an Affiliation Agreement with the Louisiana State University in Shreveport Foundation, Inc.
4. Recommendation to Approve an Affiliation Agreement with the LSU in Shreveport (LSU-S) Alumni Association
- E. Diversity and Inclusion Committee
 1. Report from Chairman of Diversity and Inclusion Board Development Activity and Any Related Business
- V. Reconvene Board Meeting
- VI. Approval of Meeting Minutes
- VII. Reports from Council of Staff Advisors and Council of Faculty Advisors
- VIII. Personnel Actions Requiring Board Approval
- IX. Reports to the Board
 - A. Fall 2020 14th Day Enrollment & Trend Report
 - B. Facility Summary Reports
 1. Capital Improvements Projects Above \$175,000 Report
 2. Design Contracts Report
 3. Foundation Construction Related Agreements
 4. Grants of Mineral Rights
 5. Other Agreements and Approval Requests
 6. Property Leases Report
 7. Schematic Design Report
 8. Servitudes Report
 9. Timber Sales Report
 10. Transfer of Title Immovable Property
- X. Approval of Committee Reports
- XI. President's Report
- XII. Chair's Report
- XIII. Adjournment

The Board or its Committees may enter into Executive Session in accordance with the provisions of LA R.S. 42:17

LSU BOARD OF SUPERVISORS
AUDIT COMMITTEE MEETING

*C.B. Pennington Jr. Conference Center, Lower Reception Area
6400 Perkins Road, Baton Rouge, LA 70808*

Friday, October 23, 2020 | Time: ~~8:30 a.m.~~ New Time: Conclusion of Full Board Meeting

- I. Call to Order and Roll Call
- II. 1st Quarter Audit Report
- III. IT Governance
- IV. Board Approval Audit



Board of Supervisors

ACADEMIC & RESEARCH COMMITTEE

BOARD OF SUPERVISORS MEETING | OCTOBER 23, 2020



Board of Supervisors

Request from LSU A&M to Establish a Bachelor of Fine Arts in Film and TV

Date: October 23, 2020

1. Bylaw Citation

Pursuant to Article VII, Section 1, Paragraph A of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- I. Any new academic degree program

2. Summary of Matter

LSU A&M is requesting approval to establish a BFA in Film and TV. The 120-hour proposed program will train students not just in the art of filmmaking but also contextualizes the art of film within the broader narrative family of stagecraft and drama, enhanced by content-specific engagement.

The School of Theatre in the College of Music and Dramatic Arts has been offering a practically-oriented Film and Television concentration within the Bachelor of Arts in Theatre since 2012. This degree option recognizes the important historical evolution of digital storytelling from the theatre tradition. In addition to serving a contingent of students who are expressly interested in the filmmaking process, the program is designed to enhance the experience and training of Theatre majors who also seek to work across mediums. Since its inception, the program has continued to gain popularity, and several years ago, the School began a collaboration with the Colleges of Humanities and Social Sciences and Art and Design, which resulted in the School of Theatre developing a Bachelor of Fine Arts degree in Film and Television program to serve as the professional degree option. This degree compliments the BA in Screen Arts program offered by the College of Humanities and Social Sciences. Upon approval of the BFA in Film and Television, the School of Theatre will eliminate the current concentration in Film and Television within the BA in Theatre.

The National Association of Schools of Theatre (NAST), the School of Theatre's accrediting body recognizes: "two basic types of undergraduate degrees in theatre. To be consistent with general academic practice, these degrees are labeled (1) professional degrees, and (2) liberal arts degrees. Each of these degrees has distinct overall goals and objectives reflected structurally in the curricular time accorded to theatre and to other curricular components. The liberal arts degree focuses on theatre in the context of a broad program of general studies, and the professional degree focuses on intensive work in theatre supported by a program in general studies."

The School of Theatre is uniquely qualified to administer the BFA in Film and Television. The School has extensive experience creating high-impact, co-curricular experiences which provide students the opportunity for practical application of classroom study. Each year the School of Theatre and its professional arm, Swine Palace, produce a season of eight-ten theatrical productions and other performing arts events which are fully produced and marketed to public audiences. The resources which support this extensive operation include our production facilities (scenery, costumes, lighting and sound) and marketing department. This infrastructure has allowed us to create a similar professionally-oriented environment to support the creation of both

departmental and student driven film and digital media projects as well as the annual "Take" film festival. It is the School's proven ability to create a professional environment for students that distinguishes our program from other film programs allowing us to meet the standards of a Bachelor of Fine Arts degree.

In addition to the current partnership with the Screen Arts program, the School of Theatre intends to interface with multiple other units including the Manship School of Mass Communication, the College of Business, and the Digital Media Arts and Entertainment program to foster further interdisciplinary work. Thanks to the strong foundation that already exists in the School of Theatre and the current BA in Screen Arts program administered by the College of Humanities and Social Sciences, the Bachelor of Fine Arts in Film and Television program is projected to be cost neutral. The majority of classes, which will be included in the BFA program, are already taught on campus through full-time faculty or adjunct faculty who are active professionals in the field providing an additional resource to the students seeking to get established in the industry.

The mode of delivery for this certificate is onsite.

In 2015, the Louisiana Legislature made changes to the film tax credits that caused a material downturn in the industry in Louisiana. However, in 2017 the Louisiana Legislature, with Governor John Bel Edwards' backing passed several revisions to the Motion Picture Production Tax Credit Program, capping the amount of tax credits the state issues, as well as providing extra incentives to encourage entertainment companies to locate to Louisiana long-term and for independent Louisiana filmmakers. Motion picture productions are now pouring back into Louisiana with more than a dozen film and TV productions filmed in 2018 and ten major motion pictures projected filmed in 2019. These productions have continued to create a surplus of occupational opportunities for LSU graduates; they routinely secure internships and paid position on feature films.

Although there are film programs in the Southeast region, there are only a few programs of significant size and no clear market leaders at the undergraduate level. Capitalizing on LSU's exceptional reputation and the School of Theatre's recent ranking by OnStage blog as the number two undergraduate Theatre program at a public university (nationally) will allow the program to attract high quality students. It will also provide an option for Louisiana students to remain in the state for comprehensive film training, therefore building a culture of Louisiana-trained filmmakers. This will not only boost the workforce for production companies who choose to film in Louisiana, but also cultivate an indigenous film community keeping talented graduates in the state.

3. Review of Business Plan

While there are several Bachelor of Arts programs related to film in the state of Louisiana, there is no public university that offers a BFA in Film. The only comparable program is a BFA in Digital Filmmaking offered by Loyola University. Unlike the School of Theatre's proposed BFA in Film and Television, Loyola's BFA in Digital Filmmaking is housed in the School of Communication and Design and will not necessarily benefit from the synergy that will come from the collaboration of two art forms dedicated to dramatic narrative storytelling. Additionally, with just one other undergraduate professional degree program in the state, there is sufficient room in

the market for additional programs particularly a program at a public institution which has access and affordability as part of its mission.

The current BA in Theatre concentration in Film and TV currently has 61 students enrolled. These students would presumably transfer over to the proposed program. The new BA in Screen Arts also has 23 students enrolled in its inaugural year. Therefore, it is predicted that the first year enrollment would be 30, increasing to 60 students by year 3. As this program already exists at LSU as a concentration, there is no additional costs associated with the reconfiguration into a degree program. The School of Theatre has enough faculty and space allocation to allocate to this program.

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not applicable

6. Review of Legal Documents

Not applicable

7. Parties of Interest

Not applicable

8. Related Transactions

Not applicable

9. Conflicts of Interest

Not applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from LSU A&M to establish the Bachelor of Fine Arts in Film and TV.



Board of Supervisors

Request from LSU A&M to Establish the Post-baccalaureate Certificate in Modern Topics in Petroleum Engineering

Date: October 23, 2020

1. Bylaw Citation

Pursuant to Article VII, Section 1, Paragraph A of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- I. Any new academic degree program

2. Summary of Matter

LSU A&M is requesting approval to establish a Post-baccalaureate Certificate in Modern Topics in Petroleum Engineering. The proposed program will prepare students to adapt to a number of new technologies that are impacting the oil and gas industry.

Over the past ten years, oil and gas production in the United States has had tremendous growth due primarily to advanced technologies related to horizontal drilling, multi-stage hydraulic fracturing, and the application of data analytic tools to more efficiently produce and develop hydrocarbon resources and to improve safety in onshore and offshore operations. This growth has directly impacted Louisiana through the development of gas resources in the Haynesville Shale area around Shreveport, oil and gas resources in offshore Gulf of Mexico, and has the potential to provide increased activity in central Louisiana with the development of the Tuscaloosa Marine Shale formation. The Petroleum Engineering curriculum has been impacted by this development in recent years in that the department has altered courses to include topics related to these new technologies, but there is an "untapped potential" to provide understanding of these technologies to students who graduated prior to the curriculum adjustments and to also provide this understanding to others who have not had the ability to pick up these skills on the job.

The primary objective for this post-baccalaureate certification then is to provide 12 hours of relevant course work to indicate that the student completing the certification has been through a rigorous program from a reputable source. The proposed post-baccalaureate certificate involves necessary course work covering relevant topics in these areas. Note also that once implemented, the program can add to or change the course options applicable to the certification as needed to keep up with industry trends.

The mode of delivery for this certificate is both online and onsite.

Several areas of the State could be impacted by improved understanding of the topics in the proposed curriculum spanning from Shreveport to New Orleans. With the recent downturn in the industry, employment opportunities are sparse and an increased level of technical understanding could be the difference an individual has to stand out and retain a job or move to a different one. The proposed certificate program will allow students to not only learn fundamental concepts of these emerging areas but also get hands-on experience. It will contribute

to the economic development of the State by producing engineers with necessary skills that can be directly applied in many public and private sectors and by making the State competitive in the global competition for capital. The LSU Petroleum Engineering Industrial Advisory Board has expressed its support in its recent meetings (April 12 and October 25, 2019).

The proposed certificate does not duplicate or compete with any existing certificate or degree program at the post-graduate level offered by a public university in Louisiana. Only individual courses with marginally similar content are offered at the University of Louisiana at Lafayette.

3. Review of Business Plan

The LSU Department of Petroleum Engineering expects the main interest in this certificate to be from practicing engineers who seek to increase their knowledge in these areas either because of their current job duties, or to improve their prospects for job transfer. The courses included in the certificate will count toward a master's degree in petroleum engineering (currently offered on campus but with on-line plans). Market analysis from LSU Online and input from the industry advisory committee indicates that the demand is 10-20 students per year. The lower end of this range would allow the program to be cost neutral for the Department.

LSU Digital and Continuing Education will provide technical support and initial funds to design and deploy online courses so that these courses will be offered online and/or offline as needed. The Department of Petroleum Engineering has enough faculty members with the right expertise to teach all certificate courses. The Department also has necessary computational resources and supplemental funds to cover initial costs. The proposed post-baccalaureate certificate program is anticipated to generate sufficient revenues for its long-term sustainability.

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not applicable

6. Review of Legal Documents

Not applicable

7. Parties of Interest

Not applicable

8. Related Transactions

Not applicable

9. Conflicts of Interest

Not applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from LSU A&M to establish the Post-baccalaureate Certificate in Modern Topics in Petroleum Engineering.



Board of Supervisors

Request from LSU Eunice to Establish the Clifton “Slim” Gallow Family Scholarship

Date: October 23, 2020

1. Bylaw Citation

Pursuant to Article VII, Section 1, Paragraph A of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- A. Any matter having a significant or long-term impact, directly or indirectly, on the finances or the academic, educational, research, and service missions of the University or any of its campuses.

2. Summary of Matter

LSU Eunice is requesting the establishment of the Clifton “Slim” Gallow Family Scholarship as a two-year student workforce scholarship.

The competitive Endowed Two-Year Student Workforce Scholarships subprogram provides scholarship opportunities for students on two-year campuses to enter the Louisiana workforce in the following ways: (a) train students for immediate entrance into selected, high-demand, four- and five-star jobs, including positions in nursing and allied health (see Section V); and/or (b) prepare students to become job-ready in STEM fields after completing degrees on four-year campuses. Non-State contributions combined with a BoRSF match will produce permanent endowments. This subprogram replaces the Enhancement Subprogram for Two-Year Institutions.

- a) Clifton “Slim” Gallow Family Scholarship - \$10,000
Contributions have been made to the Clifton “Slim” Gallow Family Scholarship with preference given to minority students from St. Landry or St. Martin Parish majoring in a STEM field with a plan to transfer to a four-year institution or Allied Health (Nursing, Surgical Technology, Respiratory Therapy, or Radiologic Technology) program.

3. Review of Business Plan

A memo from the LSU Eunice Chancellor’s Office requesting the establishment of the Clifton “Slim” Gallow Family Scholarship is on file at the LSU Office of Academic Affairs, and the donor agreements are on file at the appropriate foundation.

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not applicable

6. Review of Legal Documents

Not applicable

7. Parties of Interest

Not applicable

8. Related Transactions

Not applicable

9. Conflicts of Interest

Not applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the request from LSU Eunice to establish the Clifton "Slim" Gallow Family Scholarship; and

BE IT FURTHER RESOLVED that the President, as may be appropriate, is hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the Clifton "Slim" Gallow Family Scholarship.



Board of Supervisors

Request from LSU Eunice to Rename the Acadian Center to the Dr. Anthony Mumphrey Center

Date: October 23, 2020

1. Bylaw Citation

Pursuant to Article VII, Section 1, Paragraph A of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- A. Any matter having a significant or long-term impact, directly or indirectly, on the finances or the academic, educational, research, and service missions of the University or any of its campuses.

2. Summary of Matter

LSU Eunice is requesting to rename the Acadian Center in honor of Dr. Anthony Mumphrey, who was the first chancellor of LSUE. The Acadian Center currently acts as the student center for the institution.

Dr. Mumphrey, a lifelong educator, WWII Veteran, and founding Chancellor of LSU-Eunice, passed away on Wednesday, April 06, 2016. Dr. Mumphrey had numerous professional accomplishments during his 94 years but would consider his wife of 65 years, his 8 children, and his lifelong commitment to the education of American youth to be the most important achievement of his lifetime. Dr. Mumphrey was born in St. Rose, Louisiana on October 9, 1921 to Joseph and Lena Mumphrey. He was the youngest of six children - one brother and four sisters. The family resided in Kenner, Louisiana, where they operated a family farm growing and selling produce at the New Orleans farmers market. Dr. Mumphrey graduated from Destrehan High School in 1939. He received his Bachelor of Science and a Master of Science degree in Vocational Agricultural Education with majors in agronomy and animal science from LSU in Baton Rouge, Louisiana.

Dr. Mumphrey began his teaching career at Enon High School in 1945 after serving three years in the U.S. Army during World War II in the Pacific Campaign. He taught at Gonzales High School from 1945 to 1957 and was principal of Dutchtown High School from 1957 to 1963. He completed work on his Ph.D. in vocational agricultural education at LSU in 1956 and was appointed dean of the newly established branch of LSU in Eunice, Louisiana in 1965. He was promoted to Chancellor of the university in 1977. Dr. Mumphrey guided planning of the campus, assembled the initial faculty and staff, and developed the administrative structure and continued to lead the university until his retirement in 1988. Dr. Mumphrey set the goal to make LSU-Eunice a comprehensive community college, serving all segments of the population in addition to traditional four-year college students.

During his more than two decades as head administrator of the college, Dr. Mumphrey worked to expand the physical facilities to accommodate the growing enrollment. His early leadership is reflected today in continued success of LSU-Eunice. In addition to his tenure with LSU-Eunice, and the various High Schools in Louisiana, Dr. Mumphrey served as a consultant or chairperson

of more than 50 reviewing committees of self-studies conducted by secondary schools and colleges and universities for the Southern Association of Colleges and Schools. He represented the State of Louisiana and the State Superintendent of Education at the National Conference of Educators held in Minneapolis, Minnesota. Dr. Mumphrey co-authored *Essential Aspects of Career Planning and Development* in 1969 with a second edition published in 1977. His book, as well as his tireless work within the educational field over his lifetime, reflected his belief that, "only through preparation can one approach their full potential". Dr. Mumphrey's commitment to education and preparation was never more evident than in the manner he and his wife, Amelie, raised their eight children. With the lessons learned, and example of two loving parents, all have achieved and are living productive and successful lives in careers of their choosing and have gone on to raise children of their own.

3. Review of Business Plan

The LSU Eunice Naming Committee approved the request last month as has Chancellor Nancee Sorenson.

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not applicable

6. Review of Legal Documents

Not applicable

7. Parties of Interest

Not applicable

8. Related Transactions

Not applicable

9. Conflicts of Interest

Not applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from LSU Eunice to rename the Acadian Center the Dr. Anthony Mumphrey Center.



Board of Supervisors

Request from LSU A&M to Establish the Graduate Certificate in Healthcare Systems Engineering

Date: October 23, 2020

1. Bylaw Citation

Pursuant to Article VII, Section 1, Paragraph A of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- I. Any new academic degree program

2. Summary of Matter

LSU A&M is requesting approval to establish a Graduate Certificate in Healthcare Systems Engineering. The proposed program will prepare students to apply industrial engineering tools to common problems in healthcare using lean engineering, evidence-based thinking and analysis, testing management processes, and quality management systems across an organizational setting. This certificate differs from the certificate in Healthcare Analytics in that it does not concentrate on statistical modeling for healthcare data sets but rather focuses on the ways in which industrial engineering can optimize healthcare processes with the integration of people, money, knowledge, information, equipment, energy, and materials. Graduates will be prepared to address healthcare effectiveness, efficiency, timeliness, safety, and quality. Industrial engineers have contributed their skills to manufacturing, commodity production, information technology, and healthcare industries, which are all vital to Louisiana. This certificate program will focus solely on the healthcare industry which today is over 17% of the gross domestic product.

The proposed curriculum consists of 4 courses (12 credit hours) in healthcare engineering, industrial engineering research methods, quality management, and project management. This certificate is part of LSU's partnership with Our Lady of the Lake to improve healthcare in Louisiana and the nation. The online program is designed to attract students with a variety of educational backgrounds (not just industrial engineering), which also include healthcare professionals such as physicians and hospital business staff.

National health spending is projected to grow at an average rate of 5.6% per year from 2016-2025. As a result, the healthcare share of GDP is expected to rise from 17.8% in 2015 to 20% in 2025. According to Kellermann and Jones (2013), a simple 1.5% annual productivity improvement would reduce projected national healthcare spending by \$1 trillion and a 4% improvement would result in \$2 trillion in savings. Many areas can impact productivity including standardization, data interoperability, patient centered systems, etc. Therefore, there is great need for graduates with the right skillset to develop new methods and tools for system optimization.

The Bureau of Labor Statistics (2020) states that demand for industrial engineers in healthcare fields will grow faster than the average for all occupations by 10% from 2019-2029. Growth in healthcare and changes in how healthcare is delivered have also created this demand for industrial engineers in professional, scientific, and consulting services.

3. Review of Business Plan

The Department of Mechanical & Industrial Engineering at LSU A&M within the College of Engineering will manage and oversee the certificate. The current IE faculty are equipped to teach the online courses. LSU Online will also provide support for program development, course design & development, marketing, recruitment, retention, and business management.

The OLOL/LSU partnership provides seed money of \$100,000 for developing a future healthcare systems engineering graduate program. This certificate is the first step towards its development. Projected enrollment begins with 20 students and increasing to 100 students due to its online, versatile format. Any future costs will not exceed revenues, and revenues will be used to manage the online program and support the programmatic infrastructure.

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not applicable

6. Review of Legal Documents

Not applicable

7. Parties of Interest

Not applicable

8. Related Transactions

Not applicable

9. Conflicts of Interest

Not applicable

10. Attachments

None

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from LSU A&M to establish the Graduate Certificate in Healthcare Systems Engineering.



Board of Supervisors

Request from LSU A&M to Establish the Graduate Certificate in Healthcare Analytics

Date: October 23, 2020

1. Bylaw Citation

Pursuant to Article VII, Section 1, Paragraph A of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- I. Any new academic degree program

2. Summary of Matter

LSU A&M is requesting approval to establish a Graduate Certificate in Healthcare Analytics. The proposed program will prepare students with a foundation of knowledge and skills to address the complex healthcare problems that contribute to the staggering cost increases experienced yearly. The certificate is designed for engineers, information technology and healthcare professionals looking to learn research and analytical skills to collect, organize, and visualize data in order to change the healthcare landscape. Using data analytics in a healthcare setting can improve patient outcomes, lower costs, improve the quality of care, enhance health delivery system performance, and optimize business operations.

The proposed curriculum consists of 4 courses (12 credit hours) in industrial engineering research methods, analytics and data science in industrial engineering, and advanced engineering statistics. This certificate is part of LSU's partnership with Our Lady of the Lake to improve healthcare in Louisiana and the nation. The online program is designed to attract students with a variety of educational backgrounds (not just industrial engineering), which also include healthcare professionals such as physicians and hospital business staff.

National health spending is projected to grow at an average rate of 5.6% per year from 2016-2025. As a result, the healthcare share of GDP is expected to rise from 17.8% in 2015 to 20% in 2025. According to Kellermann and Jones (2013), a simple 1.5% annual productivity improvement would reduce projected national healthcare spending by \$1 trillion and a 4% improvement would result in \$2 trillion in savings. Data analytics are key to optimization, and graduates of this program will be able to develop statistical modeling as a process that includes exploratory health data analysis, model identification, and model validation as well as learning how to effectively communicate and present translatable analytics to actionable recommendations to solve problems for organizations.

The Bureau of Labor Statistics (2020) states that demand for industrial engineers in healthcare fields will grow faster than the average for all occupations by 10% from 2019-2029. Growth in healthcare and changes in how healthcare is delivered have also created this demand for industrial engineers in professional, scientific, and consulting services.

3. Review of Business Plan

The Department of Mechanical & Industrial Engineering at LSU A&M within the College of Engineering will manage and oversee the certificate. The current IE faculty are equipped to teach

the online courses. LSU Online will also provide support for program development, course design & development, marketing, recruitment, retention, and business management.

The OLOL/LSU partnership provides seed money of \$100,000 for developing a future healthcare systems engineering graduate program. This certificate is the first step towards its development. Projected enrollment begins with 27 students and increasing to 154 students due to its online, versatile format. Any future costs will not exceed revenues, and revenues will be used to manage the online program and support the programmatic infrastructure.

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not applicable

6. Review of Legal Documents

Not applicable

7. Parties of Interest

Not applicable

8. Related Transactions

Not applicable

9. Conflicts of Interest

Not applicable

10. Attachments

None

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from LSU A&M to establish the Graduate Certificate in Healthcare Analytics.



Board of Supervisors

FINANCE COMMITTEE

BOARD OF SUPERVISORS MEETING | OCTOBER 23, 2020



Board of Supervisors

Request from LSU Health Sciences Center - Shreveport for a 75% Tuition Waiver for Three Students in the Oral and Maxillofacial Surgery Residency Program

Date: October 23, 2020

1. Bylaw Citation

Pursuant to Article VII, Section 1, Paragraph A of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- A. Any matter having a significant or long-term impact, directly or indirectly, on the finances or the academic, educational, research, and service missions of the University or any of its campuses.

2. Summary of Matter

LSU Health Sciences Center - Shreveport's School of Medicine is seeking on-going approval for a 75% Tuition Waiver for three MS 4 students in the Oral and Maxillofacial Surgery (OMS) Residency Program.

The OMS Residency program at LSU Health Shreveport is a highly competitive MD integrated training program currently receiving applications from top dental students from around the country for its three training positions. During the course of the six-year training program, the trainees, as a result of their post graduate education in dentistry, are given advanced standing in the medical school as third year medical students.

OMS MS 4 students spend only 25% of their time in MS 4 required rotations. During the other 75% of their time, they function as paid residents at the House Officer 1 level working in the clinical setting in OMS. LSUHSC-S is requesting that these students only pay tuition for the actual amount of time they function as students at the institution.

Allowing three oral and maxillofacial trainee medical students from around the United States to effectively pay pro-rated fees based on the amount of actual time in the classroom as MS 4 students will continue to allow the department to attract top-notch candidates seeking to complete their training and medical degree from LSU Health Shreveport. The eligibility requirements for the exemption are as follows:

- The student must be accepted in the LSU School of Medicine OMS Residency training program.
- The student must meet all criteria necessary to receive advanced standing in the LSU School of Medicine MD program so as to be able to matriculate as a fourth year medical school student.

3. Review of Business Plan

The fiscal impact will be minimal to the university. The cost per student for the waiver in SFY 21 is \$21,443.81. Total fiscal impact for three (3) MS 4 OMS students equals \$64,331/34 per year.

Tuition Before Waiver	Tuition Waiver	Tuition for OMS Residents With Waiver
\$28,591.75	\$21,443.81	\$7,147.94

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from LSU Health Sciences Center - Shreveport for a 75% Tuition Waiver for three MS 4 students in the Oral and Maxillofacial Surgery (OMS) Residency Program.



Board of Supervisors

Request from LSU Health Sciences Center – New Orleans for Authority to Exempt 25% of Tuition for the First Year of the Advanced Educational Program in Oral and Maxillofacial Surgery and to Charge In-State Rates for the Program Participants

Date: October 23, 2020

1. Bylaw Citation

Pursuant to Article VII, Section 1 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant Board matter.

- A. Any matter having a significant or long-term impact, directly or indirectly, on the finances or the academic, educational, research, or service missions of the University or any of its campuses.

2. Summary of Matter

The LSU Health Sciences Center-New Orleans requests authority to exempt 25 percent of tuition (tuition only) for the first year of the Advanced Educational Program in Oral and Maxillofacial Surgery program through the School of Dentistry and Medicine and requests authority to charge in-state rates for the program.

The Advanced Educational Program in Oral and Maxillofacial Surgery (OMS) at Louisiana State University Health Sciences Center in New Orleans through the Schools of Dentistry and Medicine is a six-year OMS-MD residency program designed to fulfill the educational requirements of the Council on Dental Education of the American Dental Association and the American Board of Oral and Maxillofacial Surgery. Each year four participants are selected to begin seventy-two months of training.

Enrollment in the L.S.U. School of Medicine for Introduction to Clinical Medicine, Science and Practice of Medicine, Clinical Pathology and Dermatology is concurrent with the initial twelve-month clinical oral and maxillofacial surgery rotation. Advanced standing for third year entry into medical school is predicated on passage of the national Medical Boards Step 1 in May of the participant's first year of training. Following 24 months of medical school, one year of General Surgery credit is gained with rotation in the Emergency Room, General Surgery and Surgical Subspecialties, Neurosurgery, and OMS. The residents return to the Oral and Maxillofacial Surgery Department for twenty-four months to complete the program. The program is closely supervised by eight full-time and seventeen part time board certified Oral and Maxillofacial Surgeons.

The participants of this program are admitted as second year medical students in conjunction with their selection for residency in oral maxillofacial surgery. The school of medicine accepts their dental education in place of the first year of medical school. OMS residents are enrolled in all second year medical school systems courses, but they do not take the initial Foundations of Disease and Therapy, Clinical Skills Integration 201, and Clinical Skills Integration 202 courses. They continue to work as residents in the mornings of their first year of residency (while enrolled in medical school organ systems courses). Time is provided to prepare for and take USMLE step 1 during May and June of this year. The reduced curriculum load for the incoming OMS student

is justification for the reduced tuition as opposed to that charged to other second year medical students.

Historically, the Bursar's Office would apply a tuition exemption and charge in-state tuition for this cohort. With a new manager in the Bursar's Office, no authorization could be found to justify the practice. Over the years, as residents were recruited, students were notified that due to the reduced academic load, a tuition exemption would be applied for their incoming (second) year of medical school and that they would be charged in-state rates for billing purposes.

3. Review of Business Plan

As this tuition exemption and rate determination has been historically granted, the approval will not impact the revenue of the University to date. However, as tuition and non-resident fees rise, the lost revenue associated with these participants will increase.

4. Fiscal Impact

A tuition exemption expense in the amount of 25% of the School of Medicine annual tuition would continue to be applied to each of the four participants. In Academic Year 20-21, the School of Medicine annual tuition is \$31,375.45 annually. Therefore, in academic year 20-21, the four participants would be granted the 25% tuition only exemption which calculates to \$7,843.86 per participants in the first year of their program.

5. Description of Competitive Process

N/A

6. Review of Legal Documents

N/A

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

N/A

10. Attachments

None

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President of the Louisiana State University, or his designee, to approve the exemption of twenty-five percent of the School of Medicine tuition for the first year of the Advanced Educational Program in Oral and Maxillofacial Surgery and to approve that the participants would be charged in-state rates for billing purposes.



Board of Supervisors

Recommendation to Approve the Fiscal Year 2021-22 Operating Budget Request

Date: October 23, 2020

1. Bylaw Citation

Pursuant to Article VII, Section 9:

A.1 Any matter having a significant or long term impact, directly or indirectly, on the finances or the academic, educational, research, and service missions of the University or any of its campuses.

2. Summary of Matter

Each year a budget request that details the needs of all LSU campuses and entities for the upcoming fiscal year is completed. The budget request for formula campuses is prepared under instructions issued by the State in which modifications are made to existing operating budget forms. Officially, the total budget request for state funds for formula campuses is submitted by the Board of Regents to the Division of Administration and Legislature with a request for funding of the formula for higher education as calculated that year. On Wednesday, October 21, 2020, the Board of Regents will consider and approve a budget request for postsecondary education based on a preliminary formula calculation for the formula institutions and other identified budget needs for higher education systems, boards, and agencies. The formula will then be updated in the spring as additional information becomes available and presented as the final request to the Legislature at the end of March.

Traditionally, the Division of Administration's higher education budget manager requests that campuses submit information on operational or expanded need activities (see **Attachment I**) that the campuses identify as priority for funding. The submission of these operational or expanded need items is **not** part of the "official" budget request, and is only submitted at the request of the Division of Administration higher education budget manager for informational purposes.

The preliminary total unrestricted budget request for all entities under the supervision of the Board for FY 2021-22 will not be known until the Louisiana Board of Regents releases the preliminary formula for the formula campuses along with other identified budget needs for higher education systems, boards, and agencies. Additional information on the Regents' FY 2021-22 budget request will be sent to the Board under separate cover at that time.

LSU campuses and entities have submitted their budget forms in the format required by the Division of Administration and the Board of Regents. These forms use the FY 2020-21 budget as the starting point for the FY 2021-22 budget request and are available on the website. The Operational or Expanded Need Requests (Attachment I) represent the universities priorities for additional resources in FY 2021-22.

3. Review of Business Plan

N/A

4. Fiscal Impact

There is no immediate impact of this budget request as it represents the first step in the FY 2021-22 budget process.

5. Description of Competitive Process

N/A

6. Review of Legal Documents

N/A

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

N/A

10. Attachment

- I. Summary of FY 2021-22 Operational or Expanded Need Requests

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (“Board”) does hereby provide authority to President Thomas C. Galligan, Jr. (“President”) to approve the preliminary proposed budget request for the fiscal year ending June 30, 2022. The budget request consists of state appropriations and other operating budget funds for the LSU campuses and entities based on the requests of the respective campuses and entities and the preliminary Board of Regents funding formula.

BE IT FURTHER RESOLVED that the Board does hereby authorize the President to continue to work with the Board of Regents on the appropriate formula methodology and budget request for the LSU units to be used for the FY 2021-22 budget request and, with notice to the Board, to act on behalf of the Board in approving the final FY 2021-22 budget request for all LSU campuses and entities. The Board hereby delegates all such authority necessary to accomplish such purposes to the President.

BE IT FURTHER RESOLVED that the Board does hereby approve the proposed requests for operational or expanded need activities, based on the information provided by the respective

LSU campuses and entities, which will be provided upon request to the higher education budget manager of the state Division of Administration.

BE IT FURTHER RESOLVED that transactions included or referred to in the proposed operating budget that otherwise require Board approval are not approved by mere inclusion in the proposed operating budget.

**OPERATIONAL OR EXPANDED NEED
PRIORITY LIST**

School: **LSU System and A&M College**

State General Fund (Direct)

PRIORITY	PROJECT/SERVICE	BRIEF DESCRIPTION	AMOUNT
1	Faculty and Staff Merit	Faculty and Staff Merit	\$12,340,000
2	STEM Initiative	STEM Initiative	\$5,000,000
3	Deferred Maintenance	Deferred Maintenance	\$3,000,000
			Total \$20,340,000

School: **LSU - Alexandria**

PRIORITY	PROJECT/SERVICE	BRIEF DESCRIPTION	AMOUNT
1	Faculty/Staff Salary Increase	Offer competitive salary to maintain quality faculty and staff	\$508,824
2	Major Repairs - Science Building Boiler	Replace with more efficient individual boiler to provide annual cost savings	\$350,000
3	Information Technology Staffing and Resources	CRM software that will allow LSUA to better track, communicate with, and engage students	\$391,150
4	Library & Scientific Equipment Needs	Replacement of Library furniture that is original to the building and replacement of damaged microscopes.	\$270,000
5	Major Repairs - Coughlin Hall Boiler	Replace with more efficient individual boiler to provide annual cost savings	\$100,000
6	Major Repairs - Student Center West Roof	This roof has shown significant decline with consistent small leaks	\$200,000
			Total \$1,819,974

School: **LSU - Eunice**

PRIORITY	PROJECT/SERVICE	BRIEF DESCRIPTION	AMOUNT
1	Faculty/Staff Merit	Faculty and Staff Merit	\$475,000
2	Radiologic Technology	The Radiologic Technology program will apply for the LCTCS Workforce Training Rapid Response grant to upgrade two of its film-based analog x-ray equipment to offer digital imaging. This will allow LSUE's students to be competitive in the workforce enabling them to have a more diverse education in technology currently used in hospitals and imaging facilities.	\$174,545
3	Campus Housing	Additional campus housing is needed. The lack of available on-campus housing is significantly limiting our growth and our ability to expand our recruitment efforts beyond the regional level.	\$6,500,000
4	Student Success Center	To increase LSUE's completion rates and to help students achieve their academic credentials in more timely and efficiently, the university must expand the Student Success Center. The Center would provide tutoring, supplemental instruction, advising and career services in one central location.	\$500,000
5	Expansion of LSUE Online Learning	To create a division of online distance learning & continuing education	\$153,700
6	Human Services Program	LSU at Eunice seeks to develop a Human Services Program to include stackable credentials to meet workforce needs and also provide an avenue for seamless transfer into the appropriate baccalaureate program.	\$133,900
7	Emergency Preparedness	Upgrade Emergency Preparedness and safety enhancements for campus	\$175,000
			Total \$8,112,145

School: LSU - Shreveport

PRIORITY	PROJECT/SERVICE	BRIEF DESCRIPTION	AMOUNT
1	Faculty & Staff Merit Wage Increase	Address Salary Compaction to maintain quality faculty & staff	\$786,500
2	Renovation of newly acquired LSUS Student Housing & Res Life	Now that LSUS has acquired the student housing from CLV, we will renovate 75% of the apartments in the current year.	\$2,598,000
3	Construct the necessary infrastructure to provide high speed internet Pilots Pointe Apartments	LSUS will run fiber optic cable to apartments and provide the necessary equipment to allow the students to have high speed internet	\$350,000
4	Quality STEM & Health Care Initiatives Including stellar K-12 Stem Programs	As part of the strategic plan related to health and healthy communities, LSUS has begun looking at various ways to partner within the community and develop various academic programs, certifications and licensures to achieve goals within the strategic plan.	\$750,000
5	Construct a new state of the art Exercise Science Lab	With the completion of the Health & Physical Education Roof Replacement, LSUS is constructing a state of the art Exercise Science Lab with an atmospheric chamber for teaching, research, and community collaboration.	\$925,000
6	Distance Learning - Infrastructure Support	With the pivot to on-line learning due to the COVID Pandemic and the continued growth of LSUS' online graduate programs, we will place state of the art technology in classrooms for Hyflex teaching, provide professional development for faculty to learn how to prepare and teach on-line and the support students through the digital divide.	\$450,000
7	Office of Diversity, Inclusion & Community Engagement	Now that LSUS has hired an Associate VC for Diversity, Inclusion & Community engagement, we will provide a safe & inclusive environment for all of our students; faculty & staff. We will provide an environment that aligns with the evolving demographic, social & cultural makeup of our community and society at large.	\$450,000
8	Renovation of space within our Business, Education and Human Development Building to provide for a state of the art Business Intelligence Lab and also an Education Curriculum Resource Lab.	LSUS is renovating space to provide an educational experience for our students in business that will be state of the art with a ticker tape track. The Education Curriculum Resource Lab will be a new space for our education majors. CRC will serve as a place for our students to meet to study, work on group projects, and network. It will also provide a communication point for our student groups. It will truly be the center of student activity for education undergraduates.	\$675,000
Total			\$6,984,500

School: LSU - Health Sciences Center - New Orleans

PRIORITY	PROJECT/SERVICE	BRIEF DESCRIPTION	AMOUNT
1	Civil Service Classified Market Adjustment	Civil Service Classified Increases	\$449,695
2	Faculty Promotion in Rank	Increases for Faculty Promotion	\$851,866
3	Group Benefits and Retirement Increases	Increases in Mandated Costs	*
4	Library Inflation	Inflation for Library Items	\$960,747
5	Inflation	Inflation for General Items	\$480,175
6	Dentistry Rural Scholar Track	Funding for Rural Scholars Program	\$56,836
7	Initiative for Precision Health	Funding for Precision Health Initiative	\$545,445
8	Faculty and Staff Merit	Faculty and Staff Merit	\$1,757,570
Total			\$5,102,334

School: LSU - Health Sciences Center - Shreveport

PRIORITY	PROJECT/SERVICE	BRIEF DESCRIPTION	AMOUNT
1	Legacy Costs	Hospital Transitions	\$14,573,264
2	Center for Medical Education and Wellness Building	Furniture, Fixtures, and Equipment	\$6,725,000
3	Base Salary Adjustment	Faculty and Staff	\$1,297,673
Total			\$22,595,937

School: **LSU Agricultural Center**

PRIORITY	PROJECT/SERVICE	BRIEF DESCRIPTION	AMOUNT
1	Faculty and Staff Merit	Faculty/Salary increases and increases to maintain current level of support and operations	\$4,000,000
2	Plant Biotechnology/Crop Development	Support for research under the Center of Research Excellence in Plant Biotechnology and Crop Development	\$1,500,000
3	Digital Agriculture	Funding in support of a core team of faculty to collect research, teach and train stakeholders in the collection and use of digital technology in agriculture	\$1,500,000
4	Food Safety	Improve the health of consumers by focusing on current and emerging issues pertaining to the Food Safety Modernization Act	\$2,000,000
5	Childhood Obesity - Healthy Lifestyles	Additional exhibits, supplies and salaries in support of reducing the prevalence of childhood obesity in Louisiana	\$600,000
6	4-H Youth Character/Workforce Development	Support to implement the State Schools of Character Awards	\$350,000
7	Healthy Communities	Improve the health of citizens by developing locally supported coalitions that promote healthful eating and physically active lifestyles.	\$2,500,000
8	Water Resources	Identify fresh water resource (quantity and quality) issues, develop research plans to address long-term management, demonstrate outreach and guidance in water resource utilization, provide expertise during the creation of public water policy, and offer public education on fresh water topics.	\$1,400,000
Total			\$13,850,000

School: **LSU Pennington Biomedical Research Center**

PRIORITY	PROJECT/SERVICE	BRIEF DESCRIPTION	AMOUNT
1	Faculty/Staff Pay increase	Pennington Biomedical faculty/staff pay increase of 3%	\$1,123,006
2	Basic Metabolic Laboratory Research	Pennington Biomedical needs mid- to senior-level faculty who will direct independent basic research programs in areas of metabolic research.	\$974,000
3	Bioinformatics Program Development	Pennington Biomedical needs mid- to senior-level faculty who will work with our existing faculty, and will expand the capabilities of biological research data analysis using bioinformatics.	\$1,010,000
4	Clinical and Translational Expansion	Pennington needs to expand its core of Clinical Research doctors/researchers and take advantage of the newly constructed clinical and imaging space on the campus.	\$1,456,000
Total			\$4,563,006

**OPERATIONAL OR EXPANDED NEED
PRIORITY LIST**

School: **LSU - Alexandria**

State General Fund (Direct)

PRIORITY	PROJECT/SERVICE	BRIEF DESCRIPTION	AMOUNT
1	Faculty/Staff Salary Increase	Offer competitive salary to maintain quality faculty and staff	\$508,824
2	Major Repairs - Science Building Boiler	Replace with more efficient individual boiler to provide annual cost savings	\$350,000
3	Information Technology Staffing and Resources	CRM software that will allow LSUA to better track, communicate with, and engage students	\$391,150
4	Library & Scientific Equipment Needs	Replacement of Library furniture that is original to the building and replacement of damaged microscopes.	\$270,000
5	Major Repairs - Coughlin Hall Boiler	Replace with more efficient individual boiler to provide annual cost savings	\$100,000
6	Major Repairs - Student Center West Roof	This roof has shown significant decline with consistent small leaks	\$200,000
Total			\$1,819,974

Other Means of Financing

PRIORITY	PROJECT/SERVICE	BRIEF DESCRIPTION	AMOUNT
Total			\$0

**OPERATIONAL OR EXPANDED NEED
PRIORITY LIST**

School: **LSU - Eunice**

State General Fund (Direct)

PRIORITY	PROJECT/SERVICE	BRIEF DESCRIPTION	AMOUNT
1	Faculty/Staff Merit	Faculty and Staff Merit	\$475,000
2	Radiologic Technology	The Radiologic Technology program will apply for the LCTCS Workforce Training Rapid Response grant to upgrade two of its film-based analog x-ray equipment to offer digital imaging. This will allow LSUE's students to be competitive in the workforce enabling them to have a more diverse education in technology currently used in hospitals and imaging facilities.	\$174,545
3	Campus Housing	Additional campus housing is needed. The lack of available on-campus housing is significantly limiting our growth and our ability to expand our recruitment efforts beyond the regional level.	\$6,500,000
4	Student Success Center	To increase LSUE's completion rates and to help students achieve their academic credentials in more timely and efficiently, the university must expand the Student Success Center. The Center would provide tutoring, supplemental instruction, advising and career services in one central location.	\$500,000
5	Expansion of LSUE Online Learning	To create a division of online distance learning & continuing education	\$153,700
6	Human Services Program	LSU at Eunice seeks to develop a Human Services Program to include stackable credentials to meet workforce needs and also provide an avenue for seamless transfer into the appropriate baccalaureate program.	\$133,900
7	Emergency Preparedness	Upgrade Emergency Preparedness and safety enhancements for campus	\$175,000
Total			\$8,112,145

Other Means of Financing

PRIORITY	PROJECT/SERVICE	BRIEF DESCRIPTION	AMOUNT
Total			\$0

**OPERATIONAL OR EXPANDED NEED
PRIORITY LIST**

School: **LSU - Shreveport**

State General Fund (Direct)

PRIORITY	PROJECT/SERVICE	BRIEF DESCRIPTION	AMOUNT
1	Faculty & Staff Merit Wage Increase	Address Salary Compaction to maintain quality faculty & staff	\$786,500
2	Renovation of newly acquired LSUS Student Housing & Res Life	Now that LSUS has acquired the student housing from CLV, we will renovate 75% of the apartments in the current year.	\$2,598,000
3	Construct the necessary infrastructure to provide high speed internet Pilots Pointe Apartments	LSUS will run fiber optic cable to apartments and provide the necessary equipment to allow the students to have high speed internet	\$350,000
4	Quality STEM & Health Care Initiatives Including stellar K-12 Stem Programs	As part of the strategic plan related to health and healthy communities, LSUS has begun looking at various ways to partner within the community and develop various academic programs, certifications and licensures to achieve goals within the strategic plan.	\$750,000
5	Construct a new state of the art Exercise Science Lab	With the completion of the Health & Physical Education Roof Replacement, LSUS is constructing a state of the art Exercise Science Lab with an atmospheric chamber for teaching, research, and community collaboration.	\$925,000
6	Distance Learning - Infrastructure Support	With the pivot to on-line learning due to the COVID Pandemic and the continued growth of LSUS' online graduate programs, we will place state of the art technology in classrooms for Hyflex teaching, provide professional development for faculty to learn how to prepare and teach on-line and the support students through the digital divide.	\$450,000
7	Office of Diversity, Inclusion & Community Engagement	Now that LSUS has hired an Associate VC for Diversity, Inclusion & Community engagement, we will provide a safe & inclusive environment for all of our students; faculty & staff. We will provide an environment that aligns with the evolving demographic, social & cultural makeup of our community and society at large.	\$450,000
8	Renovation of space within our Business, Education and Human Development Building to provide for a state of the art Business Intelligence Lab and also an Education Curriculum Resource Lab.	LSUS is renovating space to provide an educational experience for our students in business that will be state of the art with a ticker tape track. The Education Curriculum Resource Lab will be a new space for our education majors. CRC will serve as a place for our students to meet to study, work on group projects, and network. It will also provide a communication point for our student groups. It will truly be the center of student activity for education undergraduates.	\$675,000
Total			\$6,984,500

Other Means of Financing

PRIORITY	PROJECT/SERVICE	BRIEF DESCRIPTION	AMOUNT
1	Renovation of newly acquired LSUS Student Housing & Res Life	Now that LSUS has acquired the student housing from CLV, we will renovate 75% of the apartments in the current year.	\$1,600,000
2	State of the Art Cybercollaboratory to prepare students to have an immediate impact in the digital economy through creative application of emergent technology	LSUS has opened its new Cybercollaboratory and through the obtained LED Grant, will work with faculty, students and community in various new programs.	\$1,200,000
Total			\$2,800,000

**OPERATIONAL OR EXPANDED NEED
PRIORITY LIST**

School: **LSU - Health Sciences Center - New Orleans**

State General Fund (Direct)

PRIORITY	PROJECT/SERVICE	BRIEF DESCRIPTION	AMOUNT
1	Civil Service Classified Market Adjustment	Civil Service Classified Increases	\$449,695
2	Faculty Promotion in Rank	Increases for Faculty Promotion	\$851,866
3	Group Benefits and Retirement Increases	Increases in Mandated Costs	*
4	Library Inflation	Inflation for Library Items	\$960,747
5	Inflation	Inflation for General Items	\$480,175
6	Dentistry Rural Scholar Track	Funding for Rural Scholars Program	\$56,836
7	Initiative for Precision Health	Funding for Precision Health Initiative	\$545,445
8	Faculty and Staff Merit	Faculty and Staff Merit	\$1,757,570
Total			\$5,102,334

*Annual increases in group insurance and retirement are also requested to be funded.

Other Means of Financing

PRIORITY	PROJECT/SERVICE	BRIEF DESCRIPTION	AMOUNT
Total			\$0

**OPERATIONAL OR EXPANDED NEED
PRIORITY LIST**

School: **LSU Agricultural Center**

State General Fund (Direct)

PRIORITY	PROJECT/SERVICE	BRIEF DESCRIPTION	AMOUNT
1	Faculty and Staff Merit	Faculty/Salary increases and increases to maintain current level of support and operations	\$4,000,000
2	Plant Biotechnology/Crop Development	Support for research under the Center of Research Excellence in Plant Biotechnology and Crop Development	\$1,500,000
3	Digital Agriculture	Funding in support of a core team of faculty to collect research, teach and train stakeholders in the collection and use of digital technology in agriculture	\$1,500,000
4	Food Safety	Improve the health of consumers by focusing on current and emerging issues pertaining to the Food Safety Modernization Act	\$2,000,000
5	Childhood Obesity - Healthy Lifestyles	Additional exhibits, supplies and salaries in support of reducing the prevalence of childhood obesity in Louisiana	\$600,000
6	4-H Youth Character/Workforce Development	Support to implement the State Schools of Character Awards	\$350,000
7	Healthy Communities	Improve the health of citizens by developing locally supported coalitions that promote healthful eating and physically active lifestyles.	\$2,500,000
8	Water Resources	Identify fresh water resource (quantity and quality) issues, develop research plans to address long-term management, demonstrate outreach and guidance in water resource utilization, provide expertise during the creation of public water policy, and offer public education on fresh water topics.	\$1,400,000
			Total \$13,850,000

Other Means of Financing

PRIORITY	PROJECT/SERVICE	BRIEF DESCRIPTION	AMOUNT
	As a non-student campus we are unable to assess tuition and fees.		
			Total \$0



Board of Supervisors

PROPERTY & FACILITIES COMMITTEE

BOARD OF SUPERVISORS MEETING | OCTOBER 23, 2020



Board of Supervisors

Request to Authorize Lease Agreements with the LSU Real Estate and Facilities Foundation for the University Lakes Project

Date: October 23, 2020

1. Bylaw Citation

Pursuant to Article VII, Sec. 1:

C.1 The lease of any immovable property potentially for a term longer than 5 years

E Capital construction greater than \$1 million

Approval is also required by the Uniform Affiliation Agreement

2. Summary of Matter

The LSU Real Estate and Facilities Foundation (REFF), at the request of LSU and the State, has undertaken the University Lakes Project to improve the lakes system. The Project will make substantial improvements to improve the health, appearance, and functionality of the lakes, including reducing the risk of flooding for the entire watershed.

LSU has previously entered into a Memorandum of Understanding with the City-Parish of East Baton Rouge, BREC, the Division of Administration, DOTD, LSU, and the Baton Rouge Area Foundation (BRAAF) describing the overall scope and goals of the Project. Under that MOU, each of these entities made non-binding funding commitments towards the Project. As contemplated by the MOU, as funding is needed for the Project, the entities providing funding for that phase will enter into a binding Cooperative Endeavor Agreement (CEA) to provide that funding. Initially, LSU, the City-Parish, and BREC entered into a December 2019 CEA for initial project planning funding, whereby the City-Parish and BREC each put up \$150,000, and LSU put up \$50,000 to engage a project advisor to assist with moving the Project forward.

After further planning work and through close cooperation with the City-Parish, BREC, and the State, we have identified at least \$15 million that can be committed to the Project. This is sufficient to fund Phase 1 of the Project. Phase 1 is more fully described in Appendix II, attached. It entails dredging four of the six lakes and constructing mobility-related improvements around City-Park Lake. This funding will come from the City-Parish, BREC, and the Office of Community Development through Community Development Block Grant (CDBG) funding. It is possible that Phase 1 may also include an additional \$5 million from Department of Transportation & Development funds related to the I-10 widening project. LSU will not be providing any capital funding as part of Phase 1, but will be providing in-kind contributions through legal and related services out of its existing budget. Phase 1 will also include design, geotechnical analysis, legal and property due diligence for the entire project. REFF will enter into a CEA between itself, the City-Parish, and BREC to provide funding from BREC and the City-Parish, and into a separate CEA for the CDBG funding. Collectively, those CEAs will provide \$14,700,000 (which is \$15

million less the \$150,000 that BREC and the City-Parish have previously provided to fund the project advisor retained by REFF.

Construction of the Phase 1 improvements will have a lasting positive impact on the Lakes system, even if Phase 2 improvements are never made. The Phase 2 improvements, which would include dredging the remaining two lakes and constructing further mobility and recreational improvements around the rest of the lakes system will depend on state capital outlay funding, which the project hopes to obtain next fiscal year.

For REFF to qualify for the CDBG funding that is a key component of the funding, it must have a property interest in the lakes, some of which are owned by the City-Parish, and some of which are owned by LSU. To accomplish this, the City-Parish will lease its lakes to LSU, relying on the authority of La. R.S. 41:1291 LSU will then lease its lakes, and sublease the City-Parish lakes, to REFF under the authority of La. R.S. 17:3361 et seq, the University Leasing Statute. Under the lease/sublease, REFF will be solely responsible for constructing the improvements, subject to it obtaining the contemplated funding. After completion of the improvements, title to those improvements will be transferred back to the underlying owners.

For the CDBG funding, REFF will enter into a CEA agreement with the Office of Community Development to govern the use of those funds. That CEA requires making improvements that will result in reduction of flood risk to the local watershed. The CEA also requires that REFF undertake to not destroy those improvements, once made. Because ownership of the improvements will revert to LSU and the City-Parish after construction, the CEA must also be signed by LSU and the City-Parish. LSU, by signing the CEA, will not be committing to spend any funds; it is committing only to not remove the improvements made.

3. Review of Business Plan

The contemplated lease and sublease documents will not have any cost to LSU. All of the Phase 1 design and capital construction costs will be borne by the City-Parish, BREC, and the CDBG funds. LSU and the LSU community more broadly will receive substantial benefits from the construction of these improvements.

4. Fiscal Impact

The proposed lease and sublease will ultimately have a positive fiscal impact on LSU. It will receive the benefits of the improvements, but has no obligation to fund those capital costs.

5. Description of Competitive Process

REFF will use its standard competitive processes, prepared and implemented in close consultation with LSU staff and with advice and guidance from B&D/CSRS, our project advisor, to select the designer, due diligence, and construction contractors for this project. REFF will use a Construction Manager at Risk model for the contractor, and all selections will be made in compliance with applicable laws and rules governing CDBG funding.

6. Review of Legal Documents

Drafts of the various leases and CEAs are attached. They were prepared or reviewed by Tracy Morganti, outside counsel for LSU for this project. They are nearly final, but are still subject to negotiation by the parties. Once finalized, the drafts will be reviewed by the Office of General Counsel prior to execution by the President.

7. Parties of Interest

LSU
LSU Real Estate and Facilities Foundation
City-Parish of East Baton Rouge
BREC
State of Louisiana

8. Related Transactions

LSU anticipates that there will be a Phase 2 of this project, which will cost another \$15-20 million. LSU anticipates that most or all of this funding will come from the state capital outlay process and other state sources. No additional leases are anticipated for Phase 2. If LSU is requested to provide funding for Phase 2, that would be presented for approval in accordance with the Bylaws.

9. Conflicts of Interest

None

10. Attachments

- I. Transmittal Memo
- II. Project description
- III. MOU for the University Lakes Project
- IV. Draft Leases and Subleases
- V. Draft CEAs for funding

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board"), pursuant to the authority granted by Art. 8, Section 7 of the Louisiana Constitution and La. R.S. 17:3361 and other applicable law, authorizes the President of LSU or designee, to execute and deliver to and with the LSU Real Estate and Facilities Foundation or a special purpose entity created and controlled by it (collectively, "REFF") the following: (1) a Ground Lease between LSU and the City-Parish, (2) a

Ground Lease and Sublease between LSU and REFF, and (3) a Cooperative Endeavor Agreement for Community Development Block Grant funding; and

BE IT FURTHER RESOLVED that the Board, pursuant to the Uniform Affiliation Agreement between it and REFF, finds an acceptable University purpose for REFF to enter into the various agreements required for the University Lakes Project and to perform the obligations provided for therein; and

BE IT FURTHER RESOLVED that any reference herein to REFF shall include any special purpose entity formed and controlled by REFF for the purpose of furthering this transaction.



CAMPUS CORRESPONDENCE


To: Thomas C. Galligan, Jr.
Interim President of LSU

Date: October 15, 2020

Through: Donna Torres, Interim Executive Vice President for
Finance & Administration/CFO

Through: Tony Lombardo, Associate Vice President
Facility & Property Oversight

From: Patrick H. Martin, V, Assistant Vice President
Real Estate, Public Partnerships, and Compliance



Subject **Board of Supervisors Agenda, October 23, 2020 Meeting**
Request to Authorize Lease Agreements with the LSU Real Estate and Facilities
Foundation for the University Lakes Project

LSU is requesting approval from the Board of Supervisors to enter into a Ground Lease, Ground Sublease, and related agreements to accomplish the University Lakes Project.

We request this be placed on the agenda for the Board's meeting scheduled for October 23, 2020.

Thank you.



University Lakes Project

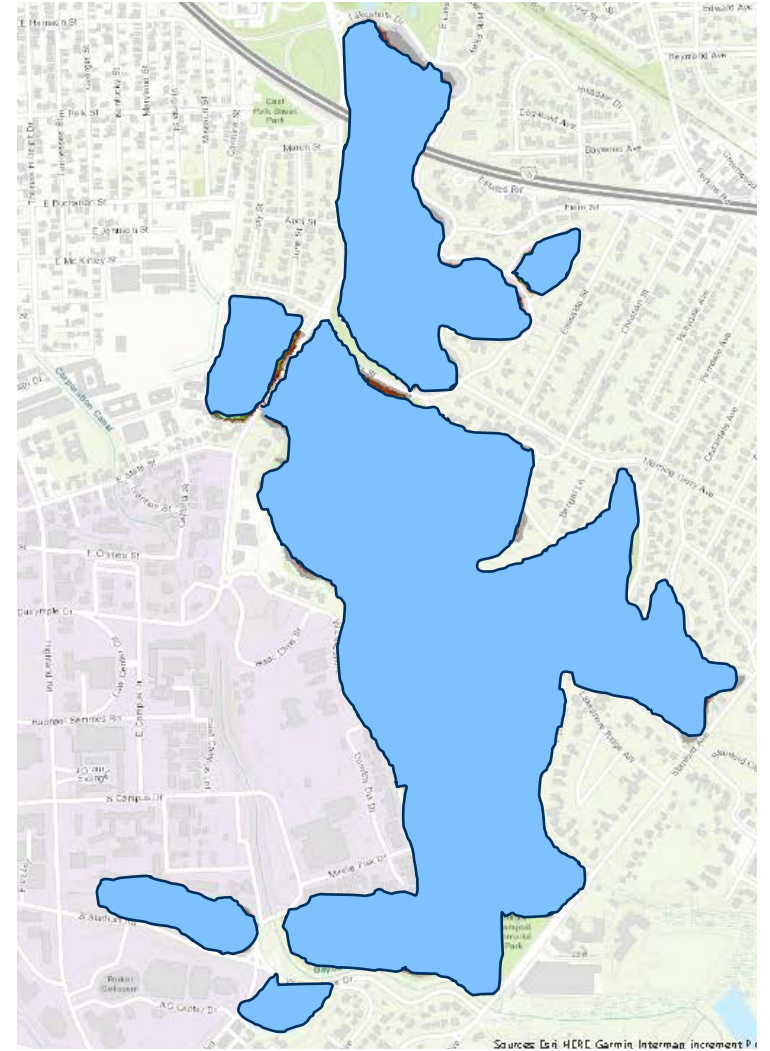


Project Background & Approach

- Involves implementation of 2016 Master Plan for revitalization of University Lakes System: <http://csrsinc.com/lakes/>
- The six-lake system is an important cultural, ecological and recreational resources for the Baton Rouge community
- The Lakes are currently in a state of poor and declining health
- The Master Plan recommends deepening the Lakes and constructing various improvements to enhance their benefits to the community
- To date, approximately \$50 million has been committed from multiple sources
- In response to COVID-19, implementation will occur in phases

Path Forward

Due Diligence & Design for all six lakes = \$4.3M



Path Forward

Due Diligence & Design for all six lakes

= \$4.3M

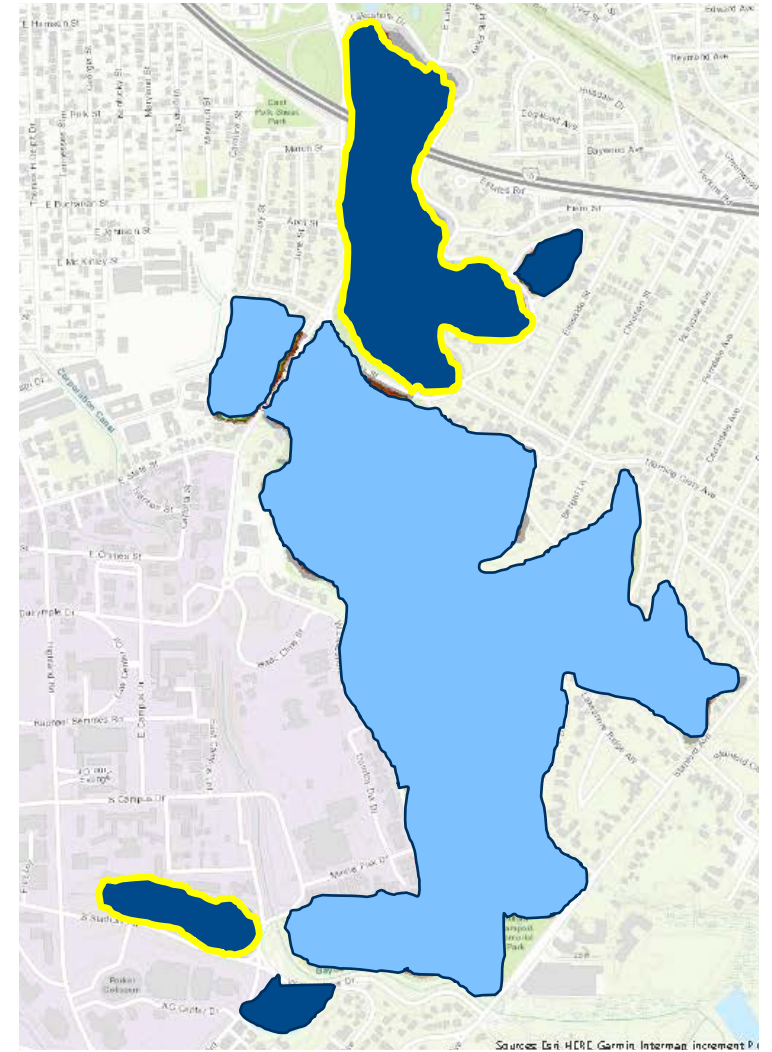
Flood Risk Reduction Construction for City Park, Erie, Campus & College Lakes + Mobility construction for Campus Lake

= \$5.7M

Mobility design & construction for City Park Lake

= \$5M

TOTAL = \$15M



Path Forward – City Park Lake



Image from Master Plan

Path Forward – City Park Lake



Image from Master Plan

Path Forward – Campus & College Lakes



Image from Master Plan

Preliminary Schedule

Fall 2020 – Procure Due Diligence & Design Professionals

Winter 2020 – Begin Design Work on all Six Lakes

Spring 2021 – Procure Construction Manager At-Risk (CMAR)
Contractor

Fall 2021 – Begin Construction to Deepen & Re-shape City Park,
Erie, Campus & College Lakes

Memorandum of Understanding for the University Lakes Project

1. Parties

This Memorandum of Understanding (the “Lakes MOU”) is entered into effective as of the 9th day of December, 2019 (the “Effective Date”), by and between the following (collectively the “Parties” and each, individually, a “Party”):

- a. State of Louisiana (“State”):
 - i. through the Division of Administration, on behalf of the Office of Facility Planning and Control and the Office of Community Development – Disaster Recovery Unit;
 - ii. through the Department of Transportation and Development; and
 - iii. through the Coastal Protection and Restoration Authority
- b. Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”)
- c. City of Baton Rouge and Parish of East Baton Rouge (“City-Parish”)
- d. Recreation and Parks Commission for the Parish of East Baton Rouge (“BREC”)
- e. Baton Rouge Area Foundation (“BRAFF”)
- f. LSU Real Estate and Facilities Foundation (“REFF”)

2. Purpose / Recitals

The purpose of this Lakes MOU is to agree on a process and funding mechanism to construct vitally needed improvements to the University Lakes system. Because of the complexities of making these essential improvements to many different aspects of the University Lakes system, including its habitat and the drainage, recreation, and transportation systems surrounding the Lakes, the Parties to this Lakes MOU have determined to work collaboratively together to pool their resources to accomplish the needed improvements in the most cost-effective manner possible. In doing so, each Party will receive a benefit commensurate with its financial contribution to the Project (defined herein) and aligning with its interest in the University Lakes system and the purposes of its funding source(s).

The Parties and the Lakes

- a. The State, LSU, the City-Parish, and BREC are each governmental entities formed pursuant to the constitution and laws of the State of Louisiana.
- b. REFF and BRAFF are non-profit corporations formed under the laws of the State of Louisiana for the purpose of promoting the interests of LSU and the people and community of Baton Rouge.

- c. The City-Parish and LSU own a series of lakes (“University Lakes” or the “Lakes”):
 - i. University Lake (LSU)
 - ii. City Park Lake (City-Parish)
 - iii. Campus Lake (LSU)
 - iv. College Lake (LSU)
 - v. Lake Crest (LSU)
 - vi. Lake Erie (City-Parish)

Why the Lakes Are Important

- d. The University Lakes system is used and enjoyed regularly by a substantial portion of the Baton Rouge and the LSU communities for biking, walking, jogging, fishing, kayaking, and other recreational purposes.
- e. The University Lakes system is home to several public parks owned and operated by BREC and widely used by the Baton Rouge community.
- f. The roads over, through, and around the Lakes, including Interstate 10, are key transit paths for both vehicle and pedestrian traffic.
- g. The University Lakes system is a key component of the local watershed, promoting drainage and flood prevention for the area. Modifications and improvements to the University Lakes system can have a positive impact on flood risks of communities downstream of the system.
- h. As an urban watershed, it is subjected to significant pollution from surface drainage, which has a negative impact on the health of the Lakes.
- i. The University Lakes system provides substantial natural habitat for local plants and wildlife, and is a significant stopping area for migratory birds.
- j. The University Lakes system, the adjacent parks and recreational facilities, and the migratory and native wildlife are regularly used by visitors to Baton Rouge and promote tourism to the capital area.
- k. The University Lakes system provides a significant contribution to the aesthetic beauty of Louisiana’s capital city and Louisiana’s flagship university.

Poor Health of the Lakes and the Problems that Causes

- l. The University Lakes system is in poor and declining health. It has very shallow depths and becomes even more shallow every year. Algae blooms promoted by the shallow depths and nutrient run-off kill fish and reduce the capability of the Lakes to support the migratory bird habitat. Bank erosion threatens nearby roads, bike and jogging paths, and other infrastructure. Erosion also threatens many of the cypress, oak, and other trees that are essential components of the Lakes’ ecosystem.
- m. Without action soon, the deterioration of the Lakes will accelerate. They will become more and more shallow, with fewer and fewer fish. This will reduce the

system's capacity to provide drainage and flood mitigation. It will also reduce its ability to support migratory birds and other wildlife.

- n. Because of the complex nature of this ecosystem, the vehicular and pedestrian pathways surrounding it, and the adjacent recreational areas which rely heavily on the Lakes for the benefits they provide to the public, all aspects of the Lakes system must be improved at once as part of an integrated, cohesive project.
- o. At the core of this cohesive project is dredging and excavation of the Lakes. Dredging or excavating the Lakes will provide substantial benefits to all other areas, enhancing their ability to provide drainage and flood protection, to support migratory birds and other wildlife, to protect the surrounding roads and transit pathways from erosion, and to enhance the recreational activities available to the people of Baton Rouge.
- p. At the same time, dredging alone is not sufficient. Without new protections to enhance the quality and amount of water flowing into the Lakes and to reduce erosion along the banks, even newly dredged Lakes would begin to deteriorate rapidly.

What To Do About It – the Project

- q. In December 2016, after 3 years of intense study, BRAF released a Master Plan for the Lakes (the "Lakes Master Plan," available at: <https://www.braf.org/braf-research/2016/2/29/br-lakes-master-plan>). That Master Plan sets forth in great detail the problems faced by the Lakes and provides comprehensive recommendations for improvements that will address all of the issues described above and help transform the Lakes into a robust and scenic natural amenity in the heart of Baton Rouge that uses nature as a catalyst for healthy lifestyles while providing habitat infrastructure for migratory birds and aquatic wildlife and enhancing drainage and flood prevention efforts. Collectively, implementation of the Master Plan is referred to as the "Lakes Project" or simply the "Project."
- r. REFF is an affiliated foundation of LSU pursuant to the provisions of R.S. 17:3390. REFF has substantial experience managing complex projects that leverage public assets or public funding sources through transparent, competitive processes to produce substantial benefits for LSU, the State, and the public.
- s. The Master Plan estimates the cost of the necessary improvements at approximately **\$50 million**. Through the process established by this Lakes MOU, the Parties will ultimately enter into several Cooperative Endeavor Agreements ("CEAs") to provide funding to engage a Project Advisor, a Designer, and a Contractor for the Lakes Project. The ultimate goal is to design and construct the improvements called for in the Lakes Master Plan. The CEAs will provide specific commitments of funding from each of the anticipated funding sources and will include specific protections to insure an open, transparent, and competitive process is followed for the selection of the Project Advisor, Designer, and

Contractor and an open and transparent design process. The CEAs will also provide specific mechanisms for accounting for the project costs and allocating those costs among the various funding sources available. The CEAs will ensure that all expenditures of public funds are (i) fully subject to audit by the Legislative Auditor and other governmental auditors and (ii) expended in compliance with all applicable laws, rules, regulations, restrictions, and limitations applicable to the various sources of funds.

- t. In addition to providing for the design and construction of the improvements to implement the Master Plan, it is expected that the Project will also require a CEA between two or more of the Parties providing for the long-term maintenance of the Lakes and surrounding improvements constructed as part of the Project to ensure the on-going health of the Lakes system.

3. Obligations of REFF

- a. REFF will establish a Project Management Committee (“PMC”) to provide recommendations to REFF regarding the Project. The membership of the PMC shall consist of Voting Members, Non-Voting Members, and Professional Advisors. A majority vote of the Voting Members shall be required for any recommendation made by the PMC. Each member (voting or non-voting) can designate any other person to represent that member at any meeting of the PMC, and any person so designated in writing shall have full authority of membership, including the right to vote on any item before the PMC.
 - i. Voting Members
 1. 3 State members: the Commissioner of Administration, the Director of the Office of Facility Planning and Control, and the Secretary of the Department of Transportation and Development.
 2. 2 LSU members: the Executive Vice President for Finance and Administration and the Director of Athletics
 3. 2 City-Parish members: the Mayor-President and the Director of Transportation and Drainage
 4. 2 BREC members: the Superintendent and the Assistant Superintendent of Planning
 - ii. Non-Voting Members
 1. 2 REFF members, who shall be the Chair and Vice-Chair
 2. 2 members of the public who reside adjacent to the Lakes appointed by REFF
 3. The Executive Vice President of BRAF
 - iii. Advisors

1. LSU Foundation Vice President and General Counsel / REFF Secretary
 2. LSU Assistant Vice President for Real Estate, Public Partnerships, and Compliance
 3. LSU Office of General Counsel
 4. Division of Administration Executive Counsel
 5. Chair of the Louisiana Coastal Protection and Restoration Agency
 6. Office of Community Development, Disaster Recovery Unit
 7. REFF Board Administrator
 8. Outside Counsel for LSU
 9. Other staff and advisors designated by any voting member
 10. Project Advisor engaged pursuant to this MOU
- b. REFF will adopt, implement, and require strict adherence to a Conflicts of Interest Policy designed to avoid actual and perceived conflicts of interest as well as claims or charges of undue influence or favoritism. Such policy will be substantially in accord with the draft policy attached as Exhibit A. The Chair of the PMC may form any additional committees, subcommittees or working groups as may be necessary and appropriate for the efficient completion of their tasks. All members of any such working groups or advisory committees will be subject to the Conflicts of Interest Policy.
- c. REFF will not provide any funding of its own toward the Project but may undertake financing in its name to provide cash-flow toward Project expenses. REFF will only undertake such financing if it is confident that funds are available from the various Project funding sources to repay any funds borrowed for that purpose.
- d. REFF will, through the Project Advisor, provide a comprehensive accounting of all public funds provided to REFF or spent toward the Project, subject to audit by the Louisiana Legislative Auditor and any other governmental auditor engaged by any other Party.
- e. REFF will not use any of the Project funds for its own purposes. It will be reimbursed for all out-of-pocket legal and other expenses required for the Project and will assess an appropriate administrative cost, not to exceed \$300,000 to cover its internal expenses (collectively, "Administrative Costs"), which will be more specifically provided for in subsequent CEAs for the Project. No other funds will be due to REFF beyond these Administrative Costs.
- f. REFF, working with the Project Advisor and the PMC, will draft CEAs, procurement documents, grant applications, and other agreements as necessary

to provide funding and establish the mechanisms for moving the Project forward.

- g. REFF will, upon recommendation of, and through a competitive process conducted by, the PMC, select and engage a Project Advisor with significant experience (i) in management of complex capital projects with multiple stakeholders; (ii) in managing, budgeting, and designing competitive selection processes to select qualified professionals for complex engineering and design projects; and (iii) with the laws, rules, and regulations that will govern each of the various funding sources expected to be used for the Project.
 - i. The Project Advisor will advise and consult with the PMC concerning the formulation of an appropriate competitive process to evaluate potential Designers and Contractors, the evaluation of responses to those competitive processes and the negotiation of proposed agreements between REFF and the Designer and the Contractor.
 - ii. The Project Advisor will also assist the PMC and REFF in overseeing the work of the Designer and the Contractor, in conducting financial analyses on project feasibility, in analyzing the most appropriate way to account for and allocate project costs to different funding sources, in assisting the review and categorization of invoices for the design and construction of the Project, and in assisting with the invoicing of each of the funding sources for their agreed-upon share of the Project costs.
- h. REFF, working with the Project Advisor and the PMC, will select and engage, through a competitive process, a landscape architecture or engineering firm (a “Designer”) with significant experience in similar projects to design the specific work to be done as part of the Project to implement the Master Plan.
- i. REFF, working with the Project Advisor and the PMC, will select and engage, through a competitive process, a construction firm with significant experience in similar projects (a “Contractor”) to conduct the work to be done as part of the Project to implement the Master Plan. To the extent consistent with requirements governing the source of funds used for the construction work, REFF may engage the Contractor through a traditional design-bid-build process, through a construction-manager-at-risk process, or through another appropriate process intended to bring about cost efficiencies and transparent, competitive pricing.
- j. REFF will ensure that all competitive processes to procure and engage the Project Advisor, Designer, Contractor, and any other professionals, goods, or services required by this Project shall:
 - i. Comply with applicable federal and state laws, rules, and regulations governing such procurements for projects relying on Community Development Block Grant (CDBG) funding, and any other laws, rules,

procedures, or agreements required to be followed by any funding source relied upon by the Project;

- ii. Ensure the selection of a Project Advisor, Designer, Contractor, and other professionals who are capable of designing and constructing the Work to be done for the Project within the available budget, within an expeditious schedule, and with the minimum disruption to the adjacent communities as is feasible for a Project of this magnitude; and
- iii. Be subject to approval by the PMC. Staff advisors to the PMC (and the Project Advisor once engaged) shall draft the Request for Proposals or other appropriate document and present it to the PMC for approval prior to release and advertisement thereof. Staff advisors to the PMC (and the Project Advisor once engaged) shall evaluate the received proposals and provide to the PMC a summary of the proposals. The PMC will then score the proposals and recommend the selection to REFF based on that scoring.
- k. REFF will not engage the Project Advisor, Designer, or Contractor without a favorable recommendation from the PMC.
- l. Throughout its work on the Project, REFF will take appropriate, active steps to promote the inclusion and diversity of advisors and vendors to the Project, including efforts to promote use of minority, female-owned, and other historically underutilized or diverse businesses.
- m. REFF may assign its obligations under this MOU to University Lakes, LLC, a special purpose entity created and controlled by REFF. Any reference in this Lakes MOU to REFF shall be construed to also reference University Lakes, LLC.

4. Obligations of LSU

- a. LSU will endeavor to provide at least \$5,000,000 for the Project, subject to all laws, rules, policies, and agreements governing expenditure of such funds.
- b. LSU will provide staff and legal support for the Project.
- c. LSU expects that its funding will come from Athletic Department self-generated revenues. LSU expects that the Project will deliver benefits to the academic, educational, research, and other goals of LSU and its Athletic Department that equal or exceed LSU's funding for the Project.
- d. LSU will authorize the Project to access the Lakes and adjacent properties it owns to allow for construction of the Project.
- e. If the State determines that LSU, as owner of four of the Lakes, must be a grantee of CDBG or other funding for the Project, LSU will take the necessary steps and enter the necessary agreements to apply for, accept, and receive such an award, to be administered consistently with the provisions of this Lakes MOU and the anticipated CEAs.

5. Obligations of the State

- a. The State will endeavor to provide funds towards the Project in the following amounts from the various state agencies shown, all subject to all laws, rules, policies, and agreements governing expenditure of such funds:
 - i. At least \$5 million from the Coastal Protection and Restoration Agency (CPRA). CPRA expects that its funding will come from sources devoted primarily to promote bird habitat, and CPRA expects that the Project will deliver benefits toward that goal that equal or exceed CPRA's funding for the Project;
 - ii. At least \$10 million from funding sources available to or administered by the Office of Community Development, primarily if not exclusively CDBG (DR, MIT, or Program Income) funds to promote resilience and flood protection and to assist with recovery after hurricanes and other presidentially declared disasters. The State anticipates that its funding will come from a variety of funding sources, each with different goals and objectives. The State expects that the Project will deliver benefits toward the goal of each funding source that equal or exceed the funding for the Project provided by that funding source. OCD will provide guidance in identifying eligible elements of the projects, allowable expenses, and the appropriate grant recipients. Any OCD funds provided would be through separate grant agreements that contain the terms and conditions associated with CDBG funding. OCD will also provide guidance regarding obtaining required environmental or other review clearances, or giving of any required notices, where such is required prior to executing contracts or taking other actions which might, if conducted without the required clearances or notices, make all or part of the Project ineligible for CDBG funding.
 - iii. At least \$5 to \$10 million from the Department of Transportation and Development. DOTD's funding is expected to come primarily from its project to widen Interstate 10 in the area adjacent to the Lakes. DOTD expects that the Project will deliver benefits toward the goals of the I-10 widening project that equal or exceed DOTD's funding for the Project.
 - iv. Up to \$20 million from the Capital Outlay process, to be used only as needed for any costs of the Project which cannot be obtained from other funding sources. The State expects that all the benefits to the state and its people provided by the Project will equal or exceed the State Capital Outlay funding for the Project.
- b. The State may provide some portion of its funding through in-kind services performed by the State or through the state capital outlay process, in particular any road work related to the I-10 widening project.

- c. The State will authorize the Project to access I-10 and any other servitudes or rights of way it owns or controls to allow for construction of the Project.

6. Obligations of the City-Parish

- a. The City-Parish will endeavor to provide at least \$5 million for the Project, subject to all laws, rules, policies, and agreements governing expenditure of such funds.
- b. The City-Parish's funding is expected to come primarily from the MoveBR initiative, and the City-Parish expects that the Project will deliver benefits to the goals of the MoveBR initiative that equal or exceed the City-Parish's funding for the Project. This includes the vital goal of improving the safety of the Lakes by providing adequate sidewalks to decrease the risk of pedestrian/vehicular conflict.
- c. The City-Parish will authorize the Project to access the Lakes and adjacent properties it owns to allow for construction of the Project.
- d. If the State determines that the City-Parish, as owner of two of the Lakes, must be a grantee of CDBG or other funding for the Project, the City-Parish will take the necessary steps and enter the necessary agreements to apply for, accept, and receive such an award, to be administered consistently with the provisions of this Lakes MOU and the anticipated CEAs.

7. Obligations of BREC

- a. BREC will endeavor to provide at least \$5 million toward the Project, subject to all laws, rules, policies, and agreements governing expenditure of such funds, primarily for construction of jogging and bike paths and other recreational amenities and greenspaces around the periphery of the Lakes.
- b. BREC will endeavor to provide at least \$5 million toward the Project, subject to all laws, rules, policies, and agreements governing expenditure of such funds, primarily for the dredging and improvements of City Park Lake and Lake Erie and construction of bike and pedestrian paths and other recreational amenities.
- c. BREC will authorize the Project to access any properties adjacent to the Lakes it owns to allow for construction of the Project.

8. Obligations of BRAF

- a. BRAF has previously contributed approximately \$1 million for completion of the Master Plan on which the Project is based.
- b. BRAF will make available for use by the Project the Master Plan it caused to be created for revitalization of the Lakes.

9. Mutual Obligations and Understandings

- a. This Lakes MOU is not a final and binding commitment to provide any funds for the Project. Any such commitments made by the Parties will be pursuant to CEAs or other agreements mutually agreed upon by the appropriate Parties.
- b. This Lakes MOU will be effective for a term of three (3) years from the Effective Date unless sooner terminated by the Parties. The terms of any binding CEA or other agreement produced as a result of the process set forth in this Lakes MOU will supersede the terms of this MOU.
- c. To the extent any Party provides funding through separate CEA or other agreements for the initial services of the Project Advisor or the Designer, that Party shall receive credit toward its commitments set forth in this Lakes MOU for the full amount of such funding.
- d. REFF, in the performance of any obligations contemplated by this Lakes MOU shall, and shall cause the Project Advisor, Designer, and Contractor to agree to, abide by: (a) the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended; (b) the requirements of the Americans with Disabilities Act of 1990; and (c) any executive order issued by the governor of the State.
- e. REFF shall additionally, and shall require and cause the Project Advisor, Designer, and Contractor to, agree: (i) not to discriminate in its employment practices; and (ii) to render services under the applicable contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.
- f. Any act of discrimination committed by REFF, the Project Advisor, Designer, or Contractor or failure to comply with these statutory obligations when applicable shall be grounds for termination of the applicable contract.
- g. REFF understands that LSU is committed to promoting the growth and development of minority- and women-owned and small and historically underutilized businesses (collectively, "Diverse Businesses") by providing opportunities to participate in agreements to which LSU is a party. In support of this commitment, and to the extent allowed by law, (a) REFF shall use good faith and commercially reasonable efforts to provide opportunities to Diverse Businesses that are either certified by the State or another certifying entity in a diverse category as a subcontractor or supplier according to LSU policies and procedures and (b) REFF shall provide to LSU a list of Diverse Businesses during each Fiscal Year, which list shall identify, as to each Diversity Business contained thereon, (i) the legal name thereof, (ii) the principal office or address, (iii) ownership and (iv) the services or good that it may provide or supply and the

value of the goods or services procured therefrom. REFF will also use commercially reasonable efforts to comply with any diversity and inclusion goals from other participating governmental entities.

THUS DONE AND SIGNED in Baton Rouge, Louisiana.

**STATE OF LOUISIANA, THROUGH THE
DIVISION OF ADMINISTRATION**

By: _____
Jay Dardenne, Commissioner

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By: _____
Dr. Shawn Wilson, Secretary

**STATE OF LOUISIANA, THROUGH THE
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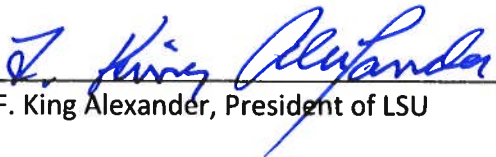
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COASTAL PROTECTION AND RESTORATION
AGENCY**

By: _____
Kyle R. "Chip" Kline, Jr., Chair

**BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY and AGRICULTURAL and
MECHANICAL COLLEGE**

By: _____
F. King Alexander, President of LSU

**CITY OF BATON ROUGE and PARISH OF EAST
BATON ROUGE**

By: _____
Sharon Weston Broome, Mayor-President

**BREC, RECREATION AND PARK COMMISSION
FOR THE PARISH OF EAST BATON ROUGE**

By:  _____
Corey Wilson, Superintendent

BATON ROUGE AREA FOUNDATION

By: _____
John Spain, Executive Vice President

**LSU REAL ESTATE AND FACILITIES
FOUNDATION**

By: _____
Robert M. Stuart, Jr., Chair

THUS DONE AND SIGNED in Baton Rouge, Louisiana.

**STATE OF LOUISIANA, THROUGH THE
DIVISION OF ADMINISTRATION**

By: _____
Jay Dardenne, Commissioner

**STATE OF LOUISIANA, THROUGH THE
DEPARTMENT OF TRANSPORTATION AND
DEVELOPMENT**

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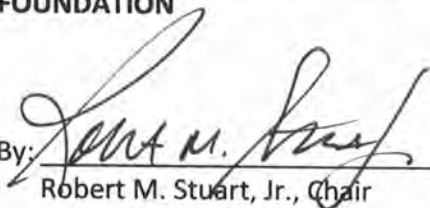
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John Spain, Executive Vice President

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FOUNDATION**

By:  _____
Robert M. Stuart, Jr., Chair

GROUND LEASE AGREEMENT

effective as of _____, 2020,

by and between

CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE
(as Lessor)

and

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND MECHANICAL COLLEGE
(as Lessee)

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- EXHIBIT C - COPY OF MEMORANDUM OF UNDERSTANDING
- EXHIBIT D - FORM OF MEMORANDUM OF LEASE

GROUND LEASE AGREEMENT

This **GROUND LEASE AGREEMENT** (together with any amendments, modifications or supplements hereto, the "*CP Ground Lease*") effective as of _____, 2020, is entered into by and between the **CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE**, a political subdivision of the State of Louisiana (the "*City-Parish*"), represented herein by the Mayor-President of the City-Parish and the **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE**, a public constitutional corporation organized and existing under the laws of the State of Louisiana (the "*LSU*"), represented herein by the Interim President of Louisiana State University. Each of the City-Parish and LSU is referred to herein, individually, as a "*Party*" and those entities are referred to herein, collectively, as the "*Parties*."

WITNESSETH

WHEREAS, there exists in the heart of Baton Rouge, Louisiana, a system of lakes with shoreline property, each known individually as University Lake, College Lake, Campus Lake and Lake Crest (each owned and maintained by LSU) (together with the improvements thereon, the "*LSU Lakes*") and City Park Lake and Erie Lake (each owned and maintained, or caused to be maintained, by the City-Parish) (together with the improvements thereon and as more particularly identified in **Exhibit A** hereto, the "*City-Parish Lakes*" and, together with LSU Lakes, the "*Baton Rouge Lakes*"), which essentially serves as the Baton Rouge community's central park;

WHEREAS, in the 1930s, the Baton Rouge Lakes were created from swampland as a public works project and, over time, have declined, filling with sediment and becoming unfit as a habitat for wildlife and for recreational purposes;

WHEREAS, the Baton Rouge Lakes are an iconic symbol of Baton Rouge, with thousands of residents and visitors viewing and using the lakes for recreational purposes each day, and serve as a habitat and flyway for local and migratory birds and aquatic wildlife and as storm water drainage.

WHEREAS, the Baton Rouge Area Foundation, a Louisiana nonprofit corporation ("*BRAF*"), in collaboration with other Stakeholders (defined herein), caused to be prepared that certain Baton Rouge Lakes Master Plan by the SWA Group and Jeffrey Carbo Landscape Architects (the "*Master Plan*") for the restoration, renovation and preservation of the Baton Rouge Lakes, a copy of which is attached hereto as **Exhibit B**;

WHEREAS, the Stakeholders have determined that it is in the best interest of the citizens of the State of Louisiana (the "*State*") to create a robust and scenic natural amenity in the heart of Baton Rouge that uses nature as a catalyst for healthy lifestyles, while providing habitat infrastructure for migratory birds and aquatic wildlife, by dredging and deepening the Baton Rouge Lakes, capturing and cleaning stormwater and reducing erosion, and creating pedestrian and vehicular routes, bicycle trails and a variety of attractive and usable public spaces, as more

particularly described in the Master Plan (the "*Project*");

WHEREAS, a major component of the Project includes implementation and restoration of environmental infrastructure necessary to aid in (i) the protection of Louisiana's coastal ecosystem resources through reduction of storm surge-based flood risk and erosion, (ii) improvement of wetland and lake habitats for aquatic, avian and other wildlife and (iii) support of an array of recreational activities and infrastructure critical to the working coast, including building additional land area through dredging; and

WHEREAS, each Party is a Stakeholder in the Project and desires to collaborate with the other Stakeholders to fund and implement the Master Plan and the Project; and

WHEREAS, the Parties, the State, the East Baton Rouge Parish Recreation and Parks Commission ("*BREC*"), the LSU Real Estate and Facilities Foundation (the "*Foundation*") and University Lakes LLC ("*ULLLC*" and, together with LSU, the City-Parish, the State, BREC and the Foundation and the Baton Rouge community at large, the "*Stakeholders*") have entered into that certain Memorandum of Understanding for the University Lakes Project effective as of December 9, 2019 (the "*MOU*"), a copy of which is attached hereto as **Exhibit C**, pursuant to which the parties thereto have (i) memorialized each Stakeholder's stake in, and commitment to, the funding and implementation of the Master Plan and the Project, (ii) commenced the process of identifying each funding source and the terms, conditions and timing thereof, (iii) set forth a framework to proceed to the point of setting forth the agreement of all or certain of the Stakeholders in one or more formal cooperative endeavor agreements (collectively, the "*Master CEA*"), including, without limitation, the development of a request for proposals for, and selection of, a project advisor and (iv) recognized and committed to deliver the benefits that each party to the MOU expects to receive in exchange for its contributions to the Project; and

WHEREAS, to conduct the preliminary planning objectives of the Project, the MOU establishes the "Project Management Committee," which is composed of representatives of various Stakeholders; and

WHEREAS, the MOU establishes ULLLC as the "Project Administrator," which will collaborate with the other parties to the MOU and coordinate and implement the Master Plan and administer the Project and the funding therefor; and

WHEREAS, LSU, BREC, the City-Parish and ULLLC have entered into that certain Cooperative Endeavor Agreement for Lakes Project Advisor (the "*Lakes Project Advisor CEA*" and, together with the Master Plan, the MOU, the Master CEA and certain other documents and instruments relating to the Project, including, without limitation the design and plans and specifications therefor, the "*Project Documents*") as of January 31, 2020, pursuant to which the parties thereto agreed to fund the selection and engagement by ULLLC of the Project Advisor, which, in turn, will, among other duties, facilitate the commencement of the first phase of the Project with the selection of a designer therefor; and

WHEREAS, capitalized terms used, and not otherwise defined, in this CP Ground Lease shall have the meanings assigned thereto in the MOU and in the Lakes Project Advisor CEA; and

WHEREAS, pursuant to the Lakes Project Advisor CEA, ULLLC utilized a competitive request for proposals to select a project advisory team led by Brailsford and Dunlavey, Inc. and CSRS, Inc. (the "*Project Advisor*"); and

WHEREAS, ULLLC has determined that it is necessary for ULLLC to obtain a real property interest, such as fee simple title or a leasehold interest, in the CP Site (defined herein) to enable it to (i) obtain certain funding, including, without limitation, funding earmarked for the Project by the State's Office of Community Development ("*OCD*") and (ii) to proceed with the implementation of the Project; and

WHEREAS, pursuant to La. R.S. 41:1291, any political subdivision or agency of the state of Louisiana is authorized, without advertisement for bids, to lease for any legitimate purpose, to any other political subdivision, the state of Louisiana or any agency thereof, any public lands and improvements thereon of which it has title, custody and possession, provided that the lessor shall reserve all mineral rights to said land, and, accordingly, the City-Parish desires to lease the CP Site to LSU which will, in turn, pursuant to La. R.S. 17:3361 *et seq.* (the "*University Leasing Act*"), lease the LSU Site (defined herein) and sublease the CP Site to ULLLC to enable it to (i) obtain certain funding, including, without limitation, funding earmarked for the Project by the OCD, and (ii) subject to obtaining the requisite funding, to proceed with the implementation of the Project; and

WHEREAS, upon completion of the Project, ULLLC intends to convey the improvements to the CP Site and certain other improvements, if any, included in the Project (but not located on the CP Site) to the City-Parish (collectively, the "*Improvements to be Conveyed*"), this CP Ground Lease shall terminate, and the City-Parish will have all the responsibility as the owner of the CP Site and the improvements thereon and otherwise so conveyed.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements which follow, the parties hereby agree as follows:

ARTICLE I
LEASE OF PROPERTY - TERMS OF GROUND LEASE

Section 1.01 Lease of CP Site. In consideration for the performance by (a) LSU of its obligations set forth in this CP Ground Lease, the MOU and the Lakes Project Advisor CEA and as set forth or to be set forth in the Master CEA and (b) ULLLC and the other Stakeholders, as applicable, of their respective obligations set forth in the ULLLC Ground Lease, the MOU and the Lakes Project Advisor CEA and to be set forth in the Master CEA and the other Project Documents, the City-Parish does hereby lease, let, demise, and rent unto LSU, and LSU does hereby rent and lease from the City-Parish, the CP Site, together with all existing improvements, alterations, additions and attached fixtures located on the CP Site and owned by the City-Parish as of the date hereof, and the right of uninterrupted access to and from all streets and roads now or hereafter adjoining the CP Site for vehicular and pedestrian ingress and egress. LSU, by execution of this CP Ground Lease, accepts the leasehold estate herein demised, all for the limited purpose of implementing, and only to the extent necessary to implement, the Project. It is hereby agreed by the Parties that the City-Parish shall retain all other rights and obligations with respect to the CP Site, including, without limitation, and except as otherwise specifically set forth herein, maintenance and operation, policing and security, maintenance of insurance casualty and liability insurance.

The Parties hereby acknowledge that it is anticipated that a land survey of the Baton Rouge Lakes and surrounding property owned by LSU or the City-Parish, as applicable, will be performed in connection with the Project; however, such survey is not completed as of the effective date of this CP Ground Lease. Accordingly, each Party hereby agrees (a) to promptly, upon the completion and acceptance by LSU and the City-Parish of such land survey, execute and deliver an amendment to this CP Ground Lease to substitute the legal description of the City-Parish Lakes and the surrounding property owned by the City-Parish derived from, or as depicted on, the land survey for the description of the CP Site set forth in Exhibit A hereto and to the memorandum of lease filed with the Clerk of Court of East Baton Rouge Parish, Louisiana, as required by Section 18.05 hereof, and (b) that such amendment and substitution is hereby deemed to be approved by the Parties without further authorization by the respective governing authorities of LSU and the City-Parish.

Section 1.02 Servitudes and Rights of Access. The City-Parish hereby grants to LSU and its lessees and sublessees and their contractors the right to perform or cause to be performed the Project on the CP Site, and hereby grants to LSU for the Term a nonexclusive servitude over, across, and upon that portion of the City-Parish's property as is necessary and as is set forth in this CP Ground Lease in order to perform the Project. The City-Parish does hereby grant to LSU and its lessees and sublessees and their contractors temporary rights of passage and use over such other areas, including "lay down" and "staging" areas, as may be reasonably required to perform the Project. Such rights of passage and use as to LSU and its lessees and sublessees and their contractors shall terminate upon completion of the Project and termination of this CP Ground Lease.

During the Term, the City-Parish hereby grants to LSU the nonexclusive right to access on, over, upon, and across that portion of the City-Parish's property as is necessary or required

for LSU's use of such areas described above. The City-Parish agrees it will not materially or unreasonably interfere with such access during the Term. LSU agrees, except as necessary in connection with the implementation of the Project, not to materially and adversely interfere, or permit material and adverse interference, with the public's use of the CP Site, subject, however, to LSU's or ULLLC's use of the CP Site as provided herein. LSU hereby agrees that it will cause ULLLC and the Project Advisor to coordinate with the City-Parish Representative and the City-Parish's Department of Public Works in connection with the planning, design, construction and/or implementation of the Project, including, without limitation, any Improvements to be Conveyed.

Section 1.03 Habendum. To have and to hold the CP Site, together with all and singular the rights, privileges, and appurtenances thereto attaching or anywise belonging, exclusively unto LSU and its successors and assigns, for the Term, subject to the covenants, agreements, terms, provisions, and limitations herein set forth.

Section 1.04 Term. This CP Ground Lease shall continue and remain in full force and effect for a Term commencing on the Effective Date and ending on the date which is one year following the date of completion of the Project improvements for which ULLLC has received funding (the "*Expiration Date*"). The Term may be extended by written agreement of the Parties upon terms and conditions mutually agreeable thereto, subject to securing any approvals required by the terms hereof or by Applicable Law; provided, however, the aggregate Term of this CP Ground Lease shall not exceed ninety-nine (99) years.

Section 1.05 Mineral Reservation. The City-Parish hereby reserves for itself all of the City-Parish's interest in and to the oil, gas, casinghead gas, condensate, and associated liquid or liquefiable hydrocarbons and all other minerals of any nature whatsoever, including, but not limited to sulfur, coal, lignite, uranium, thorium, fissionable materials, bentonite, Fuller's earth, sand, gravel, building stone, limestone, shale, caliche, and precious metals in, on, and under and that may be produced from the CP Site and surrounding properties owned by the City-Parish. The City-Parish hereby expressly releases and waives, on behalf of itself and its successors and assigns, all rights of ingress and egress to enter upon the surface of the CP Site for purposes of exploring for, developing, drilling, producing, transportation, mining, treating, storing or any other purposes incident to the development or production of the oil, gas and other minerals reserved to the City-Parish pursuant to this CP Ground Lease (or owned or held by any other persons) as described hereinabove in, on, and under the CP Site. However, nothing herein contained shall ever be construed to prevent either, respectively, from developing or producing the oil, gas, and other minerals reserved to the City-Parish pursuant to this CP Ground Lease as described hereinabove in, on, and under the CP Site by pooling, by directional drilling under the CP Site from well sites located on tracts other than the CP Site or otherwise so long as no penetration of the subsurface of the CP Site is made at a depth that is less than three hundred (300) feet below the natural surface of the CP Site and such production shall not interfere with the performance of the Project by ULLLC.

Section 1.06 Natural Resources Recovered from the CP Site. The Parties hereby acknowledge the provisions of the 2020 Capital Outlay Act and, more specifically, of the appropriation of \$21,000,000 to the Foundation for the Project and the condition therefor that

any sinker cypress or other natural resources recovered from the Baton Rouge Lakes during the performance of the Project be sold at public auction and the proceeds of such sale be applied to the Project. Accordingly, the Parties agree that, any provision of this CP Ground Lease to the contrary notwithstanding, in the event sinker cypress or other natural resources are recovered from the CP Site during the performance of the Project, ULLLC shall have the right and the obligation, on behalf of the City Parish, to sell such sinker cypress or other natural resources at public auction and apply any and all proceeds derived from any such sale to the Project, as required by the 2020 Capital Outlay Act. The City-Parish agrees that it shall cooperate with ULLLC as necessary to transfer to successful bidder(s) the title to any such sinker cypress or other natural resources recovered from the CP Site.

ARTICLE II DEFINITIONS

Section 2.01 Definitions. In addition to such other defined terms as may be set forth in this CP Ground Lease, the following terms shall have the following meanings.

<i>"Applicable Law"</i>	All present and future laws, statutes, rules, regulations or ordinances, resolutions and orders of any Governmental Authority substantially affecting the Parties, the CP Site, the Project and/or the ability of the Parties to meet their obligations hereunder, including, without limitation, all Environmental Laws.
<i>"Award"</i>	Any payment or other compensation received or receivable as a consequence of Expropriation from or on behalf of any Governmental Authority or any other Person vested with the power of eminent domain.
<i>"Baton Rouge Lakes"</i>	Shall have the meaning assigned thereto in the Recitals to this CP Ground Lease.
<i>"BRAf"</i>	Shall have the meaning assigned thereto in the Recitals to this CP Ground Lease.
<i>"BREC"</i>	Shall have the meaning assigned thereto in the Recitals to this CP Ground Lease.
<i>"Business Day"</i>	Any day other than (i) a Saturday, (ii) a Sunday, or (iii) any other day on which banking institutions in New York, New York, or Baton Rouge, Louisiana, the principal office of LSU or the principal office of the City-Parish are authorized or required not to be open for the transaction of business.
<i>"Casualty"</i>	Shall have the meaning assigned thereto in Section 12.01 of this CP Ground Lease.
<i>"Casualty Insurance Proceeds"</i>	All proceeds paid under the insurance policies described in Article XVII hereof.
<i>"City-Parish"</i>	The City of Baton Rouge and Parish of East Baton Rouge, Louisiana, a political subdivision of the State, and its successors and assigns.
<i>"City-Parish Indemnities"</i>	Shall have the meaning assigned thereto in Section 9.01(a) hereof.

<i>"City-Parish's Interest"</i>	The City-Parish's right, title and interest in and to the CP Site, the Improvements to be Conveyed and this CP Ground Lease.
<i>"City-Parish Lakes"</i>	Shall have the meaning assigned thereto in the Recitals to this CP Ground Lease.
<i>"City-Parish Representative"</i>	The Mayor-President or the Director, Transportation and Drainage, of the City-Parish, or any other person designated as a City-Parish Representative by the Mayor-President of the City Parish by an instrument in writing. [**others the C-P would like to have listed?**]
<i>"Effective Date"</i>	_____, 2020.
<i>"Environmental Laws"</i>	All federal, State and local laws and ordinances and common law principles relating to the protection of the environment or the keeping, use, abatement, remediation, disposal, human health or natural resources or the generation, transportation, treatment, storage, disposal, recycling, keeping, use, or disposition of Hazardous Materials, substances, or wastes, presently in effect or adopted after the Effective Date, including, without limitation, all amendments to such federal, State and local laws and ordinances and common law principles and all rules and regulations under any such federal, State and local laws and ordinances and common law principles.
<i>"Event of Default"</i>	Any matter identified as an event of default under Article X hereof.
<i>"Executive Vice President"</i>	The Executive Vice President for Finance and Administration and Chief Financial Officer of the University (or any interim or successor officer or office) or his/her designee appointed in writing.
<i>"Exhibit A"</i>	The description of the CP Site attached hereto as Exhibit A and made a part hereof as of the Effective Date, including without limitation, the anticipated substitution therefor as contemplated by Section 1.01 hereof.
<i>"Exhibit B"</i>	A copy of the Master Plan attached hereto as Exhibit B and made a part hereof.
<i>"Exhibit C"</i>	A copy of the MOU attached hereto as Exhibit C and made

a part hereof.

- "*Exhibit D*" The form of Memorandum of Lease attached hereto as **Exhibit D** and made part hereof.
- "*Expiration Date*" The expiration date of this CP Ground Lease as set forth in Section 1.04 hereof.
- "*Expropriation*" The taking of all or any portion of the CP Site by condemnation, expropriation, or eminent domain proceedings.
- "*Force Majeure*" Any circumstances beyond the control of the City-Parish or LSU, including, without limitation, acts of God, hurricanes, tornadoes, power outages or lack of power supply due to a casualty, mandatory evacuations, acts of a public enemy, governmental interference, inability to obtain labor, energy or supplies, riot, civil commotion, strike, lockout, pandemic, epidemic or any other unforeseeable event (other than an inability to obtain financing), the occurrence of which would prevent or preclude the City-Parish or LSU, respectively, from fully and completely carrying out the performance of their respective obligations under this CP Ground Lease, other than obligations in respect of the payment of money.
- "*Foundation*" LSU Real Estate and Facilities Foundation, a nonprofit corporation organized and existing under the laws of the State and the sole member of ULLLC, and its successors and assigns.
- "*Governmental Authority*" Any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, parish, district, municipality, city or otherwise) whether now or hereafter in existence, with jurisdiction over LSU, the City-Parish, ULLLC, the CP Site and the Project.
- "*CP Ground Lease*" This CP Ground Lease dated effective the Effective Date by and between LSU and the City-Parish, as amended, modified and supplemented from time to time.
- "*CP Site*" The immovable property described in **Exhibit A** which has been leased to LSU pursuant to this CP Ground Lease, which will be subleased by LSU to ULLLC pursuant to the

ULLLC Ground Lease, and which includes, without limitation, the City-Parish Lakes and adjacent shoreline, to the extent of the City-Parish's right, title and interest therein, as necessary to implement the Project.

"Hazardous Materials"

Pollutants, contaminants, flammables, explosives, radioactive materials, hazardous wastes, substances, chemicals or materials, toxic wastes, substances, chemicals, or materials or other similar substances, petroleum products or derivatives, or any substance subject to regulation by or under Environmental Laws, including asbestos, asbestos-containing materials, materials presumed by law to contain asbestos, polychlorinated biphenyls ("*PCBs*"), petroleum, petroleum byproducts (including but not limited to, crude oil, diesel, oil, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, and all other liquid hydrocarbons, regardless of specific gravity), natural or synthetic gas products, infectious wastes, radioactive materials, and/or any hazardous or toxic substance, chemical or material, or any other environmentally regulated substance or material, waste, pollutant or contaminant, defined as such or regulated by any Environmental Laws.

"Improvements"

The improvements to the CP Site to be performed by or on behalf of ULLLC as required by ULLLC Ground Lease and as more particularly described in the Project Documents.

"Improvements to be Conveyed"

Collectively, the Improvements and certain improvements (not located on the CP Site), if any, to be performed by or on behalf of ULLLC as required by the Leases and as more particularly described in the Project Documents.

"Lakes Project Advisor CEA"

Shall have the meaning assigned thereto in the Recitals to this CP Ground Lease.

"Leases"

Collectively, this CP Ground Lease and the ULLLC Ground Lease.

"LSU"

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a constitutional corporation organized and existing under the laws of the State, and its successors and assigns.

"LSU Indemnitees"

Shall have the meaning assigned thereto in Section 9.02(a).

<i>"LSU Representative"</i>	One or more of the persons designated and authorized in writing from time to time by LSU to represent LSU in exercising LSU's rights and performing LSU's obligations under this CP Ground Lease; initially the LSU Representative(s) shall be (i) the President or his or her designee or (ii) the Executive Vice President or his or her designee, until LSU designates one or more other persons to represent LSU under this CP Ground Lease.
<i>"LSU Lakes"</i>	Shall have the meaning assigned thereto in the Recitals to this CP Ground Lease.
<i>"LSU Site"</i>	The immovable property described in Exhibit A to the ULLLC Ground Lease which has been leased by LSU to ULLLC pursuant to the ULLLC Ground Lease, and which includes, without limitation, the LSU Lakes and adjacent shoreline, to the extent of LSU's right, title and interest therein, as necessary to implement the Project.
<i>"LSU's Interest"</i>	LSU's right, title and interest in and to the CP Site and this CP Ground Lease.
<i>"Master CEA"</i>	Shall have the meaning assigned thereto in the Recitals to this CP Ground Lease.
<i>"Master Plan"</i>	Shall have the meaning assigned thereto in the Recitals to this CP Ground Lease.
<i>"MOU"</i>	Shall have the meaning assigned thereto in the Recitals to this CP Ground Lease.
<i>"OCD"</i>	The Office of Community Development, Division of Administration of the State.
<i>"Partial Expropriation"</i>	Shall have the meaning assigned thereto in Section 12.02(b) hereof.
<i>"Parties" or "Party"</i>	Shall have the meaning assigned thereto in the introductory paragraph to this CP Ground Lease.
<i>"Person"</i>	An individual, a trust, an estate, a Governmental Authority, partnership, joint venture, corporation, company, firm or any other entity whatsoever.

" <i>President</i> "	The President of Louisiana State University (or any interim or successor officer or office) or his/her designee appointed in writing.
" <i>Project</i> "	Shall have the meaning assigned thereto in the Recitals to this CP Ground Lease.
" <i>Project Advisor</i> "	Shall have the meaning assigned thereto in the Recitals to this CP Ground Lease.
" <i>Project Documents</i> "	Shall have the meaning assigned thereto in the Recitals to this CP Ground Lease.
" <i>Rent</i> "	The amounts to be paid by LSU to the City-Parish pursuant to Section 3.1 of this CP Ground Lease.
" <i>Site</i> "	Collectively, the CP Site and the LSU Site.
" <i>State</i> "	The State of Louisiana.
" <i>Term</i> "	The term of this CP Ground Lease as set forth in Section 1.04 hereof.
" <i>ULLLC</i> "	University Lakes LLC, a limited liability company organized and existing under the laws of the State of Louisiana, the sole member of which is the Foundation (which is an organization described in §501(c)(3) of the Code, that is exempt from federal income taxes under §501(a) of the Code, and that is not a "private foundation" within the meaning of §509(a) of the Code), and its successors, transferees and assigns.
" <i>ULLLC Contractors</i> "	Shall have the meaning assigned thereto in Section 5.02(a) hereof.
" <i>ULLLC Ground Lease</i> "	The Ground Lease and Sublease Agreement to be entered into by LSU and ULLLC whereby LSU will lease the LSU Site and sublease the CP Site to ULLLC for the purpose of performing the Project.
" <i>ULLLC Representative</i> "	A Manager of ULLLC, or any other person designated as a ULLLC Representative by a Manager by an instrument in writing.
" <i>University Leasing Act</i> "	Louisiana Revised Statutes 17:3361, <i>et seq.</i> , as amended from time to time.

<i>"Utility Services"</i>	Shall have the meaning assigned thereto in Section 5.05 hereof.
<i>"Work"</i>	Shall have the meaning assigned thereto in Section 5.01 hereof.
<i>"2020 Capital Outlay Act"</i>	Act 2 of the First Extraordinary Session of the 2020 Legislature of the State.

ARTICLE III
RENT

Section 3.01 Rent. On the Effective Date, LSU shall pay to the City-Parish, at the address set forth in Section 18.04 or such other place as the City-Parish may designate in writing, the sum of \$10.00 per year, which annual sum, together with the performance of the obligations of LSU under the terms of this CP Ground Lease and the performance of the obligations of ULLLC under the ULLLC Ground Lease, including, without limitation, the conveyance to the City-Parish of the Improvements to be Conveyed as provided in Section 11.01 hereof, shall be the rent for the CP Site as evidenced by the actual expenditures associated with Improvements to the CP Site ("*Rent*").

ARTICLE IV USE OF SITE

Section 4.01 Purpose of CP Ground Lease. The parties enter into this CP Ground Lease for the purpose of enabling LSU to sublease the CP Site (and lease the LSU Site) to ULLLC to enable it to (i) obtain certain funding, including, without limitation, funding earmarked for the Project by the OCD and (ii) to proceed with the implementation of the Project. The City-Parish hereby expressly consents to the sublease of the CP Site to ULLLC for the sole purpose of performing the Project. Except as otherwise provided in this CP Ground Lease, the CP Site is to be used by LSU and/or ULLLC for no other purpose.

Section 4.02 Compliance with Applicable Law. At all times during the Term, LSU shall, and shall cause other Persons using the CP Site in connection with the Project to, conform to, obey, and comply in all respects with all Applicable Law, including those applicable to this CP Ground Lease and performance of the Project. Each of LSU and ULLLC, in its own name and at its sole cost and expense, shall have the right to contest the validity of any Applicable Law, provided that LSU and/or ULLLC, as applicable, notifies the City-Parish of the contest, conducts such contest in accordance with any and all Applicable Law, such contest does not place the CP Site in danger of being seized or forfeited, such contest will not result in civil or criminal penalties being imposed on LSU or ULLLC and such contest will not jeopardize the health, safety or welfare of the general public. None of LSU, the City Parish or ULLLC shall use, or suffer or permit the use of, the CP Site or any part thereof in any manner that would constitute a legal nuisance or create a risk of harm or loss to any Person. In the event, at any time during the Term, as the result of LSU's or ULLLC's acts or failure to act when under affirmative duty to do so, any addition, alteration, change, or repair or other work of any nature, structural or otherwise, be lawfully required or ordered by any Governmental Authority or becomes necessary on account of any Applicable Law, the entire expense thereof, regardless of when the same shall be incurred or become due, shall be paid by LSU or ULLLC, as applicable, and in no event shall the City-Parish be called upon to contribute thereto. LSU shall cause ULLLC to obtain and maintain in force during the Term all licenses, permits and Governmental Authority approvals necessary or required for the performance of the Project.

ARTICLE V IMPROVEMENTS

Section 5.01. Performance of Project. LSU shall sublease the CP Site and lease the LSU Site to ULLLC to enable it to perform, or cause to be performed (subject to receipt thereby of the necessary funding as set forth in the Project Documents), the Project in accordance with the provisions of the Project Documents (the "*Work*").

Section 5.02. Rights Concerning the CP Site during the Term.

(a) LSU and ULLLC and its Project Advisor, designers, engineers, surveyors, contractors and subcontractors (collectively, the "*ULLLC Contractors*") shall have the right to occupy and use the CP Site with reasonable ingress to and egress therefrom, during the Term. LSU shall cause ULLLC to assume responsibility for the condition of the CP Site and any portion of the City-Parish's property surrounding the CP Site used by ULLLC pursuant to the servitudes and rights of way granted herein during the Term, but solely to the extent the condition of such CP Site and surrounding property is directly affected by the performance of the Project. During the performance of Work, LSU shall cause ULLLC to maintain the CP Site and any improvement or construction thereon in a reasonably prudent manner, but only insofar as such maintenance is directly required by the performance of the Project. Except for such maintenance as is directly required by performance of the Project, the City-Parish shall be responsible for all maintenance of the CP Site. During the performance of the Work, the City-Parish its employees, agents and contractors shall at all times have access to the CP Site and the City-Parish shall exercise all rights as owner, other than those rights specifically granted to LSU herein as necessary to perform the Project, even those not specifically acknowledged herein. LSU shall cause ULLLC to take prudent care of the CP Site during the Work and return same to the City-Parish at the completion of the Work, with the improvements thereon (i) in as good a condition as when the Work commenced, ordinary wear and tear excepted, or (ii) removed or replaced in accordance with the Project Documents.

(b) Anything to the contrary contained in this CP Ground Lease notwithstanding, (i) the CP Site shall be subject, at all times during the Term, to the jurisdiction of the City-Parish's police force, which shall have access to the CP Site at all times and to the extent required under Applicable Law, and (b) the City-Parish and its employees, agents and contractors and the general public shall have the right to enter upon and use the CP Site in accordance with Applicable Law and in a manner that will not materially and adversely affect performance of the Project or present a hazard thereto. During the Work, LSU shall cause ULLLC to be responsible for safety and security of construction materials and equipment relating to the Project and to secure the CP Site or portions thereof to the extent necessary to protect the general public.

Section 5.03. Signage. ULLLC and the ULLLC Contractors are hereby permitted to place appropriate signage regarding the Project and the Stakeholders on the CP Site.

Section 5.04. Intentionally Left Blank.

Section 5.05 Utilities. The City-Parish makes no representations or warranties whatsoever regarding the availability or adequacy of any utilities (including, without limitation, gas, water (including water for domestic uses and for fire protection), electricity, sewerage, garbage or trash removal, light, cable, heat, telephone, power, computer data and other utilities (collectively, the "*Utility Services*") necessary for the performance of the Project to or at the CP Site. ULLLC shall be responsible for procuring, or causing to be procured, at its sole expense, all Utility Services necessary for the performance of the Project.

**ARTICLE VI
ENCUMBRANCES**

Section 6.01 Encumbrance of CP Site and Improvements. Neither LSU nor ULLLC shall mortgage or grant a lien or security interest in LSU's Interest without the prior written consent of the City-Parish Representative. Any mortgage of the leasehold interest in the CP Site shall remain subject to and subordinate to this CP Ground Lease.

**ARTICLE VII
CERTAIN LIENS PROHIBITED**

Section 7.01 No Mechanics' Liens. Except as permitted in Section 7.02 hereof and as otherwise caused by or at the instruction of the City-Parish, LSU shall not suffer or permit any mechanics' liens or other liens to be enforced against the City-Parish's Interest nor against LSU's Interest by reason of a failure to pay for any work, labor, services, or materials supplied or claimed to have been supplied to LSU or ULLLC or to anyone holding the CP Site or improvements thereon or any part thereof through or under LSU or ULLLC.

Section 7.02 Release of Recorded Liens. If any mechanics' liens or materialmen's liens which arise out of a contract with ULLLC or the ULLLC Contractors or shall be recorded against LSU's Interest or City-Parish's Interest, LSU shall, or shall cause ULLLC and the ULLLC Contractors to, cause the same to be released of record or, in the alternative, if any such party in good faith desires to contest the same, such party shall be privileged to do so; however, in such case, LSU hereby agrees to require ULLLC to indemnify, defend and save the City-Parish harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure on said mechanics' lien, cause the same to be discharged and released prior to the execution of such judgment. In the event the City-Parish reasonably should consider the City-Parish's Interest endangered by any such liens and should so notify LSU and LSU should fail to cause ULLLC to provide adequate security for the payment of such liens in the form of a surety bond, cash deposit or cash equivalent or indemnity agreement reasonably satisfactory to the City-Parish within thirty (30) days after such notice, then the City-Parish, at the City-Parish's sole discretion, may discharge such liens and recover from LSU as additional rent under this CP Ground Lease the amounts paid, with interest thereon from the date paid by the City-Parish until repaid by LSU at the rate of five percent (5%) per annum.

Section 7.03 Memorandum of Recitals. The memorandum of lease to be filed pursuant to Section 18.05 of this CP Ground Lease and any third-party contract for improvements to the CP Site shall clearly state that such third party, or any other party claiming under said third party, shall be on notice that neither the City-Parish nor the City-Parish's property shall have any liability for satisfaction of any claims of any nature in any way arising out of a contract with LSU or ULLLC.

**ARTICLE VIII
OPERATION, MAINTENANCE, REPAIR AND SECURITY OF SITE**

Section 8.01 Operation, Maintenance, Repair and Security by the City-Parish.

Subject to the provisions of Section 8.02 hereof, during the Term, the City-Parish shall, at its sole expense:

(a) except as otherwise provided in Section 8.02(a) hereof, be responsible for procuring and maintaining all services deemed by the City-Parish to be necessary or required in order to adequately operate, maintain, clean and repair the CP Site and surrounding properties owned by the City-Parish, including, without limitation, park, drainage, sewer and roadway and walking and bike path maintenance and repair.

(b) except as otherwise provided in Section 8.02(b) hereof, provide all security and police service deemed by the City-Parish to be necessary or required for the security of the CP Site and any persons occupying, using or entering the CP Site.

Section 8.02. Operation, Maintenance, Repair and Security by or on behalf of LSU.

During the Term, LSU shall cause ULLLC, at its sole expense (but subject to receipt of funding as contemplated by the Master CEA), to:

(a) be responsible for repairing any damage caused to, and cleaning/removing any construction materials, trash and other debris on, the CP Site (and on any surrounding properties owned by the City-Parish and on which the City-Parish has granted to LSU a servitude pursuant to Section 1.02 hereof) resulting from the performance of the Project; and

(b) be responsible for safety and security of construction materials and equipment relating to the Project and to secure the Work areas to the extent necessary to protect the general public.

Section 8.03 Environmental Matters. With respect to the CP Site, LSU shall comply, and cause any Person using the CP Site for purposes of performing the Project (including, without limitation, ULLLC and the ULLLC Contractors) to comply, with all applicable Environmental Laws.

ARTICLE IX INDEMNIFICATION

Section 9.01 LSU Indemnification.

(a) To the extent permitted by Applicable Law, from and after the Effective Date, LSU shall, and shall cause ULLLC to, at their respective sole cost and expense, indemnify, defend and hold harmless the City-Parish, its officials, officers, agents and employees (collectively, the "*City-Parish Indemnitees*") against and from any and all claims made on behalf of any individual or entity to the extent the claims arise from the occupation, use, or possession of the CP Site by LSU or ULLLC, and/or from any work done by or on behalf of LSU or ULLLC in or about the CP Site during the Term, or any extension thereof, EXCEPT for the City-Parish's obligations under this CP Ground Lease and EXCEPT to the extent caused by the City-Parish's fault, negligence or willful act or the fault, negligence or willful act of its respective officials, officers, agents or employees; provided, however, LSU's liability pursuant to this Section 9.01 shall be limited to any recovery it obtains from ULLLC and ULLLC's liability pursuant to this Section 9.01 shall be limited to the assets of ULLLC, including any proceeds of insurance policies.

(b) In case any action or proceeding shall be brought against the City-Parish in respect of which the indemnity contemplated by this Article IX may be sought against LSU and/or ULLLC, LSU, upon the giving of notice by the City-Parish, to the extent allowed by Applicable Law, shall, and shall cause ULLLC to, defend such action or proceeding by counsel reasonably satisfactory to the City-Parish, and LSU and/or ULLLC, as applicable, shall pay for all reasonable expenses therefor (including reasonable attorneys' fees) unless such action or proceeding is resisted and defended by counsel for any carrier of liability insurance as contemplated in Article XVII hereof as authorized by the provisions of any policy of liability insurance maintained pursuant to said Article XVII.

(c) The City-Parish shall promptly give written notice to LSU and ULLLC when a claim is made against the City-Parish for which indemnity is owed to the City-Parish by LSU and/or ULLLC pursuant to this Article IX, but the City-Parish shall have the right to employ its own separate counsel (the reasonable fees and expenses of which are covered under this indemnity to the extent allowed by Applicable Law), but shall not have control of the defense of such claims. The City-Parish shall not, in the defense of any claim for which indemnity is owed by LSU and/or ULLLC hereunder, consent to the entry of any judgment except with the consent of LSU and/or ULLLC, as applicable, or to any settlement, except with the consent of LSU and/or ULLLC, as applicable. The City-Parish shall assist LSU and ULLLC in the defense of any claim for which LSU and/or ULLLC owes indemnification hereunder and is undertaking to provide a defense, by making available to LSU and ULLLC (at LSU's and ULLLC's reasonable cost and expense) records and personnel of the City-Parish, as may be reasonably required in the defense of such claim.

Section 9.02 City-Parish Indemnification.

(a) To the extent permitted by Applicable Law, from and after the Effective Date, the City-Parish shall, at its sole cost and expense, indemnify, defend and hold harmless LSU and/or ULLLC and their respective trustees, officers, directors, agents and employees (collectively, the "*LSU Indemnitees*") against and from any and all claims and/or losses by or on behalf of any Person arising from any breach, violation or default on the part of the City-Parish in the performance of any term, covenant, provision or agreement or other obligation on the part of the City-Parish to be performed pursuant to the terms of this CP Ground Lease, or to the extent arising from any act, omission or negligence of the City-Parish, or that of any of its respective officials, officers, agents and employees, or arising from any accident, injury, death or damage whatsoever caused to any Person or any property occurring during the Term, or any extension thereof, in or about the CP Site, to the extent caused by the City-Parish's fault, negligence or willful act or the fault, negligence or willful act of its respective officials, officers, agents and employees, EXCEPT to the extent caused by LSU's or ULLLC's fault, negligence, or willful act, as applicable, or the fault, negligence or willful act of their respective officials, officers, agents and employees.

(b) In case any action or proceeding shall be brought against LSU or ULLLC in respect of which the indemnity contemplated by this Article IX may be sought against the City-Parish, the City-Parish, upon the giving of notice by LSU and/or ULLLC, to the extent allowed by Applicable Law, shall defend such action or proceeding by counsel reasonably satisfactory to LSU and ULLLC and the City-Parish shall pay for all reasonable expenses therefor (including reasonable attorney's fees) unless such action or proceeding is resisted and defended by counsel for any carrier of liability insurance contemplated in Article XVII hereof as authorized by the provisions of any policy of liability insurance maintained pursuant to said Article XVII.

(c) LSU and/or ULLLC, as applicable, shall promptly give written notice to the City-Parish when a claim is made against LSU and/or ULLLC for which indemnity is owed to LSU and/or ULLLC by the City-Parish pursuant to this Article IX, but each of LSU and/or ULLLC, as applicable, shall have the right to employ its own separate counsel (the reasonable fees and expenses of which are covered under this indemnity to the extent allowed by Applicable Law), but shall not have control of the defense of such claims. LSU and/or ULLLC shall not, in the defense of any claim for which indemnity is owed by the City-Parish hereunder, consent to the entry of any judgment except with the consent of the City-Parish, or to any settlement, except with the consent of the City-Parish. LSU and/or ULLLC, as applicable, shall assist the City-Parish in the defense of any claim for which the City-Parish owes indemnification hereunder and is undertaking to provide a defense, by making available to the City-Parish (at the City-Parish's reasonable cost and expense) records and personnel of LSU and/or ULLLC, as may be reasonably required in the defense of such claim.

**ARTICLE X
TERMINATION, DEFAULT AND REMEDIES**

Section 10.01 Events of Default by LSU.

(a) **Events of Default.** Any one of the following events shall be deemed to be an "Event of Default" by LSU under this CP Ground Lease.

(i) LSU shall fail to pay (or shall fail to cause ULLLC to pay) any sum required to be paid to the City-Parish under the terms and provisions of this CP Ground Lease and such failure shall not be cured within thirty (30) days after LSU's receipt of written notice from the City-Parish of such failure.

(ii) LSU shall fail to perform (or shall fail to cause ULLLC to perform) any other covenant or agreement, other than the payment of money, to be performed by LSU under the terms and provisions of this CP Ground Lease and such failure shall not be cured within ninety (90) days after LSU's receipt of written notice from the City-Parish of such failure; provided that if, during such ninety (90) day period, LSU (or ULLLC) takes action to cure such failure but is unable, by reason of the nature of the work involved, to cure such failure within such period and continues such work thereafter diligently and without unnecessary delays, such failure shall not constitute an Event of Default hereunder until the expiration of a period of time after such ninety (90) day period as may be reasonably necessary to cure such failure.

(iii) A court of competent jurisdiction shall enter an order for relief in any involuntary case commenced against LSU or ULLLC, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction over the CP Site appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of or for LSU or ULLLC, as applicable, or any substantial part of the properties of LSU or ULLLC, as applicable, or ordering the winding up or liquidation of the affairs of LSU or ULLLC, as applicable, and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days.

(iv) The commencement by LSU or ULLLC of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by LSU or ULLLC to the commencement of a case under the Federal Bankruptcy Code or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of or for LSU or ULLLC or any substantial part of the properties of LSU or ULLLC.

(b) **The City-Parish's Rights upon Default.** Subject to the provisions of Article IX hereof, upon the occurrence and during the continuance of an Event of Default, the City-Parish may, at its option, seek any and all damages occasioned by the Event of

Default or may seek any other remedies available at law or in equity, including, without limitation, specific performance and injunctive relief without a showing of irreparable harm and without posting of bond or other security.

(c) **Termination of Right of Occupancy.** Notwithstanding any provision of law or of this CP Ground Lease to the contrary, the City-Parish shall not have the right to terminate this CP Ground Lease prior to the Expiration Date hereof. However, in the event there is an Event of Default by LSU hereunder, the City-Parish shall have the right to exercise the remedies set forth in this Section 10.01.

(d) **Rights of the City-Parish Cumulative.** All rights and remedies of the City-Parish provided for and permitted in this CP Ground Lease shall be construed and held to be cumulative, and no single right or remedy shall be exclusive of any other which is consistent with the former. The City-Parish shall have the right to pursue any or all of the rights or remedies set forth herein, as well as any other consistent remedy or relief which may be available at law or in equity, but which is not set forth herein. No waiver by the City-Parish of a breach of any of the covenants, conditions or restrictions of this CP Ground Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or of any other covenant, condition or restriction herein contained. The failure of the City-Parish to insist in any one or more cases upon the strict performance of any of the covenants of this CP Ground Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of future breaches of such covenant or option. Nothing herein shall authorize the termination of this CP Ground Lease prior to the expiration of the Term.

Section 10.02 Events Of Default by the City-Parish.

(a) Any one of the following events shall be deemed to be an Event of Default by the City-Parish under this CP Ground Lease.

(i) The City-Parish shall fail to perform any covenant or agreement to be performed by the City-Parish under the terms and provisions of this CP Ground Lease and such failure shall not be cured within ninety (90) days after the City-Parish's receipt of written notice from LSU of such failure; provided that if, during such ninety (90) day period, the City-Parish takes action to cure such failure but is unable, by reason of the nature of the work involved, to cure such failure within such period and continues such work thereafter diligently and without unnecessary delays, such failure shall not constitute an Event of Default hereunder until the expiration of a period of time after such ninety (90) day period as may be reasonably necessary to cure such failure.

(ii) A court of competent jurisdiction shall enter an order for relief in any involuntary case commenced against the City-Parish, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction over the CP Site appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of or

for the City-Parish or any substantial part of the properties of the City-Parish or ordering the winding up or liquidation of the affairs of the City-Parish and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days.

(iv) The commencement by the City-Parish of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by the City-Parish to the commencement of a case under the Federal Bankruptcy Code or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of or for the City-Parish or any substantial part of the properties of the City-Parish.

(b) **LSU's Rights upon Default.** Subject to the provisions of Article IX hereof, upon the occurrence and during the continuance of an Event of Default, LSU may, at its option, seek any remedies available at law or in equity, including, without limitation, specific performance and injunctive relief without a showing of irreparable harm and without posting of bond or other security.

(c) **Rights of LSU Cumulative.** All rights and remedies of LSU provided for and permitted in this CP Ground Lease shall be construed and held to be cumulative, and no single right or remedy shall be exclusive of any other which is consistent with the former. LSU shall have the right to pursue any or all of the rights or remedies set forth herein, as well as any other consistent remedy or relief which may be available at law or in equity, but which is not set forth herein. No waiver by LSU of a breach of any of the covenants, conditions or restrictions of this CP Ground Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or of any other covenant, condition or restriction herein contained. The failure of LSU to insist in any one or more cases upon the strict performance of any of the covenants of this CP Ground Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of future breaches of such covenant or option. Except as otherwise provided in Article XII hereof, nothing herein shall authorize the termination of this CP Ground Lease prior to the expiration of the Term.

ARTICLE XI
TITLE

Section 11.01 Title to Improvements. Title to the Improvements shall be vested in ULLLC during the Term. All buildings, fixtures and equipment to be located on the CP Site whether permanently attached or otherwise (other than buildings, fixtures, and equipment owned by the City-Parish and located on the CP Site as of the Effective Date), shall be the property of ULLLC, subject to the provisions of this CP Ground Lease, provided that all buildings, fixtures, and equipment owned by the City-Parish and located on the CP Site as of the Effective Date shall remain the property of the City-Parish. Subject to the terms of Article IX, upon the Expiration Date, LSU shall cause ULLLC to convey all right, title and interest of ULLLC to the Improvements to be Conveyed to the City-Parish and to execute all documents necessary to effectuate such transfer. The conveyance of the Improvements to be Conveyed shall be without any warranty as to fitness and condition. In no event shall LSU or ULLLC be responsible for any defects in title to the Improvements to be Conveyed.

Section 11.02. Title to CP Site. Title to the CP Site shall be vested in the City-Parish at all times during the Term. The City-Parish hereby agrees that it shall not alienate title to the CP Site during the Term.

**ARTICLE XII
EXPROPRIATION OR CASUALTY**

Section 12.01 Expropriation, Casualty and Other Damage. The (a) risk of loss or decrease in the enjoyment and beneficial use of the CP Site due to any damage or destruction thereof by acts of God, fire, flood, natural disaster, the elements, casualties, thefts, riots, civil strife, lockout, war, terrorism, nuclear explosion, pandemic, epidemic or otherwise (collectively "*Casualty*"), which Casualty is not directly related to or caused by the Project, and (b) Expropriation of all or any portion of the CP Site is expressly retained/assumed by the City-Parish. Neither LSU nor ULLLC shall in any event be answerable, accountable or liable for any of the foregoing events.

Section 12.02 Expropriation; Termination of CP Ground Lease.

(a) Upon the permanent Expropriation of all the CP Site, this CP Ground Lease shall terminate and expire as of the date of such Expropriation, and both the City-Parish and LSU shall thereupon be released from any liability thereafter accruing hereunder except for Rent and all other amounts secured by this CP Ground Lease to the City-Parish apportioned as of the date of the Expropriation or the last date of occupancy, whichever is later. The City-Parish shall notify LSU and ULLLC immediately upon its knowledge of any proceedings relating to an Expropriation and LSU and ULLLC shall have the right to participate therein.

(b) Upon a temporary Expropriation or an Expropriation of less than all of the CP Site ("*Partial Expropriation*"), LSU, at its election, may (i) terminate all of this CP Ground Lease by giving the City-Parish notice of its election to terminate at least sixty (60) days prior to the date of such termination if LSU reasonably determines that the CP Site and Improvements cannot be economically and feasibly used or (ii) termination of this CP Ground Lease only as to the portion of the CP Site subject to any such Partial Expropriation by giving the City-Parish notice of its election to partially terminate at least sixty (60) days prior to the date of such partial termination if LSU reasonably determinates that the portion of the CP Site and Improvements thereon not subject to such Partial Expropriation may continue to be economically and feasibly used.

ARTICLE XIII
ASSIGNMENT, SUBLETTING, AND TRANSFERS

Section 13.01 Assignment of Leasehold Interest. LSU shall not, and shall not permit ULLLC to, sell or assign the leasehold estate created by this CP Ground Lease, any ownership interest in the Improvements, or the other rights of LSU hereunder (other than with respect to the ULLLC Ground Lease, to which the City-Parish explicitly consents) or of ULLLC under the ULLLC Ground Lease to any Person without the prior written consent of the City-Parish Representative.

Section 13.02 Transfers of LSU's Interest. Any Person succeeding to LSU's Interest as a consequence of any permitted conveyance, transfer or assignment shall succeed to all of the obligations of LSU hereunder and shall be subject to the terms and provisions of this CP Ground Lease.

ARTICLE XIV
COMPLIANCE CERTIFICATES

Section 14.01 LSU's Compliance. LSU agrees, at any time and from time to time, upon not less than thirty (30) days' prior written notice by the City-Parish, that the LSU Representative shall, on behalf of LSU, execute, acknowledge and deliver to the City-Parish or to such other party as the City-Parish shall request, a statement in writing certifying (a) that this CP Ground Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (b) to the best of his/her knowledge, whether or not there are then existing any offsets or defenses against the enforcement of any of the terms, covenants or conditions hereof upon the part of LSU to be performed (and if so specifying the same), (c) the dates to which the Rent and other charges have been paid, and (d) the dates of commencement and expiration of the Term, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of the City-Parish's Interest or by any other Person.

Section 14.02 The City-Parish's Compliance. The City-Parish agrees, at any time and from time to time, upon not less than thirty (30) days prior written notice by LSU, that the City-Parish Representative shall execute, acknowledge and deliver to LSU a statement in writing addressed to LSU or to such other party as LSU shall request, certifying (a) that this CP Ground Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications); (b) the dates to which the Rent and other charges have been paid; (c) to the best of his/her knowledge, after due inquiry, whether an Event of Default has occurred and is continuing hereunder (and if an Event of Default has occurred, stating the nature of any such Event of Default); and (d) the dates of commencement and expiration of the Term, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective (and permitted) assignee, sublessee or mortgagee of this CP Ground Lease or by any assignee or prospective assignee of any such permitted mortgage or by any undertenant or prospective undertenant of the whole or any part of the CP Site, or by any other Person succeeding to LSU's interest in and to the CP Site and this CP Ground Lease with the prior written consent of the City-Parish's Representative.

**ARTICLE XV
TAXES**

Section 15.01 Payment of Taxes. LSU shall pay or cause to be paid, and, upon request by the City-Parish, shall provide evidence of payment to the appropriate collecting authorities of, all federal, state and local taxes and fees, which may be levied from time to time upon LSU's Interest or upon any of LSU's property used in connection therewith. LSU may pay any of the above items in installments if payment may be so made without penalty other than the payment of interest. The obligations of LSU to pay taxes and fees under this Section 15.01 shall apply only to the extent that LSU is not exempt from paying such taxes and fees and to the extent that such taxes and fees are not otherwise abated. Each of the City-Parish and LSU agree to cooperate fully with the other to the end that tax exemptions available with respect to the CP Site and the Improvements under Applicable Law are obtained by the party or parties entitled thereto.

Section 15.02 Contested Tax Payments. LSU shall not be required to pay, discharge or remove any such taxes or assessments so long as LSU is contesting the amount or validity thereof by appropriate proceeding which shall operate to prevent or stay the collection of the amount so contested. The City-Parish shall cooperate with LSU in completing such contest, and the City-Parish shall have no right to pay the amount contested during the contest. The City-Parish, at LSU's expense, shall join in any such proceeding if any Applicable Law shall so require.

ARTICLE XVI
FORCE MAJEURE

Section 16.01 Discontinuance during Force Majeure. Whenever a period of time is herein prescribed for action to be taken by LSU, LSU shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to Force Majeure. The City-Parish shall not be obligated to recognize any delay caused by Force Majeure unless LSU shall, within ten (10) Business Days after LSU is aware of the existence of an event of Force Majeure, notify the City-Parish thereof.

ARTICLE XVII INSURANCE

Section 17.01 Insurance Requirements. LSU shall cause to be included in the ULLLC Ground Lease a requirement that all contracts with ULLLC Contractors contain requirements for insurance policies in such forms and with such coverages as LSU customarily requires for projects performed by third parties on its campus.

Section 17.02 Policy Requirements. Except as provided in Section 17.01, all insurance required in this Article XVII and all renewals of such insurance shall be issued by companies authorized to transact business in the State, and rated at least A- Class VIII by Best's Insurance Reports (property liability) or in the two highest rating categories of S&P and Moody's. All insurance policies required by this Article XVII shall expressly provide that the policies shall not be canceled or altered without thirty (30) days' prior written notice to the City-Parish and shall, to the extent obtainable, provide that no act or omission of the policy holder which would otherwise result in forfeiture or reduction of the insurance will affect or limit the obligation of the insurance company to pay the amount of any loss sustained and that no insurer shall hold any right of subrogation against the other, except in the case that such waiver of subrogation invalidates coverage under such policy.

All policies of insurance that LSU is obligated to cause to be maintained according to this CP Ground Lease (other than any policy of worker's compensation insurance) will name the City-Parish and BREC as additional insureds (as applicable). Original or copies of original policies (together with copies of the endorsements naming the City-Parish and BREC as additional insureds) and evidence of the payment of all premiums of such policies will be delivered to the City-Parish from time to time at least thirty (30) days prior to the expiration of the term of each policy. All general liability, property damage liability and casualty policies maintained by or on behalf of LSU shall be written as primary policies, not contributing with and not in excess of coverage that the City-Parish may carry, if any.

If all or any portion of the CP Site or the Improvements is damaged or destroyed by a Casualty, LSU shall, as expeditiously as possible, continuously and diligently prosecute, or cause to be prosecuted, the repair, restoration, or replacement thereof, provided, however, that LSU shall in no way be liable for any costs of the repair, restoration or replacement of the CP Site or the Improvements in excess of the Casualty Insurance Proceeds received because of such Casualty. In the event Casualty Insurance Proceeds and any additional funds deposited with LSU or ULLLC, as applicable, are insufficient to fully repair, restore or replace the CP Site and the Improvements, the Casualty Insurance Proceeds shall be used in accordance with the provisions of the Project Documents. Any excess Casualty Insurance Proceeds remaining after payment in full of the repair, restoration, or replacement shall be paid in accordance with the provisions of the Project Documents.

Section 17.03. City-Parish Insurance. During the Term, the City-Parish shall continue to maintain policies of insurance in such forms and with such coverages as are currently maintained by the City-Parish with respect to the CP Site and surrounding properties owned by the City-Parish.

Section 17.04 Self Insurance. Any provision of this CP Ground Lease to the contrary notwithstanding, self-insurance by LSU and/or the City-Parish shall satisfy the requirements of this Article XVII.

**ARTICLE XVIII
MISCELLANEOUS**

Section 18.01 Nondiscrimination, Employment and Wages. LSU agrees that the ULLLC Ground Lease will require ULLLC (a) to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1974, the requirements of the Americans with Disabilities Act of 1990, as well as any executive order issued by the governor of the State and (b) not to discriminate in its employment practices, and (c) to render services under the ULLLC Ground Lease without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Section 18.02 Diverse Suppliers. LSU is committed to promoting the growth and development of minority- and women-owned and small and historically underutilized businesses (collectively, "*Diverse Businesses*") by providing opportunities to participate in LSU agreements. In support of this commitment, LSU shall cause the ULLLC Ground Lease to provide that (i) ULLLC shall use good faith and commercially reasonable efforts to provide opportunities to Diverse Businesses that are either certified by the State or another certifying entity in a diverse category as a subcontractor or supplier under the Project Documents and (ii) ULLLC shall provide to LSU a list of Diverse Businesses during each Fiscal Year, which list shall identify as to each Diverse Business contained thereon (A) the legal name thereof, (B) the principal office or address, (C) ownership and (D) the services or good that it may provide or supply and the value of the goods or services procured therefrom. To the extent that any Applicable Law would require that such provision be modified or voided, LSU and ULLLC will agree that such provision can be amended or severed from the ULLLC Ground Lease without affecting any of the other terms thereof.

Section 18.03 Access. LSU and ULLLC shall permit the City-Parish's agents, representatives or employees to enter the CP Site at reasonable times for the purpose of review and inspection as provided in this CP Ground Lease, to determine whether LSU is in compliance with the terms of this CP Ground Lease, or for other reasonable purposes. Subject to the rights of the City-Parish to observe and enforce its applicable rules and policies and to comply with its obligations herein, the City-Parish, its agents, representatives and employees shall not disturb or obstruct Work on the CP Site. Entry onto the CP Site by the City-Parish or its agents, representatives or employees shall be at their sole risk and neither LSU nor ULLLC shall have any liability to the City-Parish for any damage to its agents, representatives or employees resulting from their entry onto the CP Site.

Section 18.04 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, or when sent electronically (by PDF submission) or by telecopy (receipt confirmed by telephone) or telegram, addressed as follows:

If to the City-Parish:

City of Baton Rouge and Parish of East Baton Rouge
222 Saint Louis Street, 8th Floor
Baton Rouge, Louisiana 70802
Telephone: (225) 389-3159
Facsimile: (225) 389-5391
Attention: Director, Transportation and Drainage

with copies to:

City of Baton Rouge/Parish of East Baton Rouge
222 Saint Louis Street, Suite 902
Baton Rouge, Louisiana 70802
Telephone: (225) 389-3114
Facsimile: (225) 389-5554
Attention: Parish Attorney

If to LSU:

Board of Supervisors of Louisiana State University
and Agricultural and Mechanical College
330 Thomas Boyd Hall
Baton Rouge, Louisiana 70803
Telephone: (225) 578-3386
Facsimile: (225) 578-5403
Attention: Executive Vice President for Finance and Administration
and Chief Financial Officer

with copies to:

Breazeale, Sachse & Wilson, L.L.P.
301 Main Street, Suite 2300
Baton Rouge, Louisiana 70801
Telephone: (225) 381-8005
Facsimile: (225) 387-5397
Attention: Tracy A. Morganti, Esq.

If to ULLLC:

University Lakes LLC
c/o LSU Real Estate and Facilities Foundation
3796 Nicholson Drive
Baton Rouge, Louisiana 70802
Telephone: (225) 578-0525
Facsimile: (225) 578-0530
Attention: Executive Director and General Counsel

or to such other address or to the attention of such other person as hereafter shall be designated in writing by such party. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of deposit in the mail in the manner provided herein, or in the case of telecopy, upon receipt.

Section 18.04 Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto. It is understood and agreed that no provision contained herein nor any acts of the parties hereto creates a relationship other than the relationship of the City-Parish, as lessor, and LSU, as lessee.

Section 18.05 Memorandum of Lease. Neither the City-Parish nor LSU shall file this CP Ground Lease for record in East Baton Rouge Parish, Louisiana, or in any public place without the written consent of the other. In lieu thereof the City-Parish and LSU agree to execute in recordable form a memorandum of this CP Ground Lease in the form of **Exhibit D** attached hereto. Such memorandum shall be filed for record in East Baton Rouge Parish, Louisiana.

Section 18.06 Attorneys' Fees. If either party is required to commence legal proceedings relating to this CP Ground Lease, to the extent allowed by Applicable Law, the prevailing party shall be entitled to receive reimbursement for its reasonable attorneys' fees and costs of suit.

Section 18.07 State Law to Apply; Venue. This CP Ground Lease shall be construed under and in accordance with the laws of the State, and all obligations of the parties created hereunder are performable in East Baton Rouge Parish, Louisiana. The parties hereto consent and agree to the jurisdiction of courts of competent jurisdiction located in East Baton Rouge Parish, State of Louisiana in connection with any dispute or litigation involving this CP Ground Lease.

Section 18.08 Warranty of Peaceful Possession. The City-Parish covenants that LSU, on paying the Rent and performing and observing, or causing to be performed or observed, all of the covenants and agreements herein contained and provided to be performed by LSU, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the CP Site during the Term and may exercise all of its rights hereunder, and the City-Parish agrees to warrant and defend, during the term of this CP Ground Lease, LSU's right to such occupancy, use, and enjoyment and the

title to the CP Site against the claims of any and all persons whomsoever lawfully claiming the same or any part thereof.

Section 18.09 Curative Matters. Except for the express representations and warranties of the City-Parish set forth in this CP Ground Lease, any additional matters necessary or desirable to make the CP Site usable for LSU's purpose shall be undertaken by or on behalf of LSU at no expense to the City-Parish.

Section 18.10 Non-waiver. No waiver by LSU or the City-Parish of a breach of any of the covenants, conditions, or restrictions of this CP Ground Lease shall constitute a waiver of any subsequent breach of any of the covenants, conditions or restrictions of this CP Ground Lease. The failure of LSU or the City-Parish to insist in any one or more cases upon the strict performance of any of the covenants of this CP Ground Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. A receipt by the City-Parish or acceptance of payment by the City-Parish of Rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach. No waiver, change, modification or discharge by LSU or the City-Parish of any provision of this CP Ground Lease shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

Section 18.11 Terminology. Unless the context of this CP Ground Lease clearly requires otherwise, (a) pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character; (b) the singular shall include the plural wherever and as often as may be appropriate; (c) the word "includes" or "including" shall mean "including without limitation"; (d) the words "hereof," "herein," "hereunder," and similar terms in this CP Ground Lease shall refer to this CP Ground Lease as a whole and not to any particular section or article in which such words appear unless specifically stated. The section, article and other headings in this CP Ground Lease and the table of contents to this CP Ground Lease are for reference purposes and shall not control or affect the construction of this CP Ground Lease or the interpretation hereof in any respect. Article, section and subsection and exhibit references are to this CP Ground Lease unless otherwise specified. All exhibits attached to this CP Ground Lease constitute a part of this CP Ground Lease and are incorporated herein. All references to a specific time of day in this CP Ground Lease shall be based upon Central Time (or such other standard of measuring time then in effect in Baton Rouge, Louisiana).

Section 18.12 Counterparts. This CP Ground Lease may be executed in multiple counterparts, each of which shall be declared an original.

Section 18.13 Severability. If any clause or provision of this CP Ground Lease is illegal, invalid or unenforceable under present or future laws effective during the Term of this CP Ground Lease, then and in that event, it is the intention of the parties hereto that the remainder of this CP Ground Lease shall not be affected thereby.

Section 18.14 Authorization. By execution of this CP Ground Lease, each of LSU and the City-Parish represents to the other that it is a governmental entity validly existing and duly

constituted under the laws of the State, that all acts necessary to permit it to enter into and be bound by this CP Ground Lease have been taken and performed, and that the person(s) signing this CP Ground Lease on its behalf have due authorization to do so.

Section 18.15 Ancillary Agreements. In the event it becomes necessary or desirable for the City-Parish or LSU to approve in writing any ancillary agreements or documents concerning the CP Site, the surrounding properties or the Project or to alter or amend any such ancillary agreements between LSU and the City-Parish or to give any approval or consent of the City-Parish or LSU, as applicable, required under the terms of this CP Ground Lease, all agreements, documents or approvals shall be forwarded to the City-Parish Representative and the LSU Representative, respectively, for approval.

Section 18.16 Amendment. No amendment, modification, or alteration of the terms of this CP Ground Lease shall be binding unless the same are in writing dated on or subsequent to the date hereof and duly executed by the Parties hereto.

Section 18.17 Successors and Assigns. All of the covenants, agreements, terms and conditions to be observed and performed by the parties hereto shall be applicable to and binding upon their respective successors and assigns, including any successor by merger or consolidation of LSU into another educational management board.

Section 18.18 Entire Agreement. This CP Ground Lease and the exhibits attached hereto contain the entire agreement between the parties hereto with respect to the CP Site and contain all of the terms and conditions agreed upon with respect to the lease of the CP Site, and no other agreements, oral or otherwise, regarding the subject matter of this CP Ground Lease shall be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written.

Section 18.19 Consents, Acknowledgments and other Actions. Where the consent or acknowledgment or other action (other than that contemplated by Section 18.16 hereof) of LSU is required pursuant to this CP Ground Lease, LSU hereby authorizes the LSU Representative to give such consent or acknowledgment or take such other action (other than that contemplated by Section 18.16 hereof), in his or her reasonable discretion. Where the consent or acknowledgment or other action (other than that contemplated by Section 18.16 hereof) of the City-Parish is required pursuant to this CP Ground Lease, the City-Parish hereby authorizes the City-Parish Representative to give such consent or acknowledgment or take such other action (other than that contemplated by Section 18.16 hereof), in his or her reasonable discretion.

Section 18.20 Intentionally Left Blank.

Section 18.21 Exculpatory Provisions.

(a) In the exercise of the powers of LSU by its trustees, officers, employees and agents under this CP Ground Lease, such persons shall not be personally accountable or liable to the City-Parish (i) for any actions taken or omitted by its trustees, officers, employees or agents in good faith and believed by it or them to be authorized or within

their discretion or rights or powers conferred upon them, or (ii) for any claims based on this CP Ground Lease against any trustee, officer, employee or agent of LSU in his or her personal capacity, all such liability, if any, being expressly waived by the City-Parish by the execution of this CP Ground Lease.

(b) In the exercise of the powers of the City-Parish by its elected officials, officers, employees and agents under this CP Ground Lease, such persons shall not be personally accountable or liable to LSU (i) for any actions taken or omitted by its elected officials, officers, employees or agents in good faith and believed by it or them to be authorized or within their discretion or rights or powers conferred upon them, or (ii) for any claims based on this CP Ground Lease against any elected officials, officers, employees or agents of the City-Parish in his or her personal capacity, all such liability, if any, being expressly waived by LSU by the execution of this CP Ground Lease.

(c) The Parties hereby acknowledge and agree that, in the exercise of the powers and obligations of ULLLC under the ULLLC Ground Lease, the Foundation, as ULLLC's sole member, and the Foundation's managers, officers, directors, employees and agents (other than ULLLC) shall not be personally accountable or liable to LSU or the City-Parish (i) for any actions taken or omitted by the Foundation and its trustees, managers, officers, directors, employees, or agents in good faith and believed by it or them to be authorized or within their discretion or rights or powers conferred upon them, or (ii) for any claims based on the ULLLC Ground Lease against any officer, trustee, manager, director, employee or agent of ULLLC or the Foundation in his or her personal capacity, all such liability, if any, being expressly waived by LSU and the City-Parish Foundation by the execution of this CP Ground Lease.

Each of LSU and the City-Parish hereby acknowledge and agree that, notwithstanding anything herein or in the ULLLC Ground Lease to the contrary, the liability of ULLLC under the ULLLC Ground Lease and each obligation of ULLLC thereunder shall be a "general obligation" of ULLLC, and, notwithstanding anything herein or in the ULLLC Ground Lease to the contrary, the sole and only source of satisfaction of such obligations shall be from the assets of ULLLC and from no other person or entity. The Parties shall not seek to obtain recourse from any person or entity that owns the membership interest in or controls ULLLC, including without limitation, the Foundation, or from any assets of the Foundation; recourse being limited solely to the assets of ULLLC. The Foundation shall have no obligation to contribute funds to ULLLC to pay any costs, expenses, obligations or liabilities of ULLLC under the ULLLC Ground Lease. The provisions contained in the preceding sentences are not intended to and will not limit any right that the Parties might otherwise have to obtain injunctive relief against ULLLC or relief in any suit or action in connection with enforcement or collection of amounts that may become owing or payable under or on account of insurance maintained by ULLLC.

[signature pages follow]

[Signature Page to CP Ground Lease]

IN WITNESS WHEREOF, the Lessor has caused this CP Ground Lease to be executed and delivered by its duly authorized representative on the day, month and year set forth below his/her signature, to be effective _____, 2020.

**CITY OF BATON ROUGE AND
PARISH OF EAST BATON ROUGE**

By: _____

Name:

Title:

Date: _____

[Signature Page to CP Ground Lease]

IN WITNESS WHEREOF, the Lessee has caused this CP Ground Lease to be executed and delivered by its duly authorized representative on the day, month and year set forth below his/her signature, to be effective _____, 2020.

**BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL
COLLEGE**

By: _____

Name: Thomas C. Galligan, Jr.

Title: Interim President,
Louisiana State University

Date: _____

DESCRIPTION OF SITE

COPY OF MASTER PLAN

COPY OF MEMORANDUM OF UNDERSTANDING

EXHIBIT D

FORM OF MEMORANDUM OF LEASE

STATE OF LOUISIANA *
* KNOW ALL MEN BY THESE PRESENTS:
PARISH OF EAST BATON ROUGE *

This Memorandum of Lease (this "*Memorandum*") is entered into by and between the City of Baton Rouge and Parish of East Baton Rouge ("*Lessor*") and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("*Lessee*").

RECITALS

A. Lessor and Lessee have entered into a Ground Lease Agreement dated effective _____, 2020 (the "*Lease*"), whereby Lessor leases to Lessee, and Lessee leases from Lessor, the real property more particularly described on **Exhibit A** attached hereto and incorporated herein (the "Site").

B. Lessor and Lessee desire to enter into 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 on the Effective Date (_____, 2020) and ends on the date on which the Project (as defined in the Lease) is deemed to be completed and the ownership of the Improvements to be Conveyed (as defined in the Lease) is conveyed by University Lakes LLC to the City-Parish (the "*Expiration Date*"). The Term may be extended by written agreement of the parties to the Lease upon terms and conditions mutually agreeable thereto, subject to securing any approvals required by the terms of the Lease or by Applicable Law; provided, however, the aggregate Term of the Lease shall not exceed ninety-nine (99) years.

2. Any third party entering into a contract with Lessee or its sublessees, successors or assigns for construction of improvements on the Site, or any other party claiming under said third party, is hereby on notice that Lessor shall not have any liability for satisfaction of any claims of any nature in any way arising out of such contracts.

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

Lessor: City of Baton Rouge and Parish of East Baton Rouge
222 Saint Louis Street, 8th Floor
Baton Rouge, Louisiana 70802
Attention: Director, Transportation and Drainage

Lessee: Board of Supervisors of Louisiana State University
and Agricultural and Mechanical College
330 Thomas Boyd Hall
Baton Rouge, Louisiana 70803
Attention: Executive Vice President for Finance and Administration
and Chief Financial Officer, Louisiana State University

This Memorandum is executed for the purpose of recordation in the public records of East Baton Rouge 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]

[signature page to Memorandum of Lease]

IN WITNESS WHEREOF, the Lessor has caused this Memorandum of Lease to be executed and delivered by its duly authorized representative on the day, month and year set forth below his/her signature, to be effective _____, 2020.

**CITY OF BATON ROUGE AND
PARISH OF EAST BATON ROUGE**

By: _____

Name:

Title:

Date: _____

[signature page to Memorandum of Lease]

IN WITNESS WHEREOF, the Lessee has caused this Memorandum of Lease to be executed and delivered by its duly authorized representative on the day, month and year set forth below his signature, to be effective _____, 2020.

**BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL
COLLEGE**

By: _____

Name: Thomas C. Galligan, Jr.

Title: Interim President,
Louisiana State University

Date: _____

EXHIBIT A TO MEMORANDUM OF LEASE
PROPERTY DESCRIPTION

GROUND LEASE AND SUBLEASE AGREEMENT

effective as of _____, 2020,

by and between

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND MECHANICAL COLLEGE
(as Lessor)**

and

**UNIVERSITY LAKES LLC
(as Lessee)**

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EXHIBIT A	-	PROPERTY DESCRIPTION
EXHIBIT B	-	COPY OF MASTER PLAN
EXHIBIT C	-	COPY OF MEMORANDUM OF UNDERSTANDING
EXHIBIT D	-	FORM OF MEMORANDUM OF LEASE

GROUND LEASE AND SUBLEASE AGREEMENT

This **GROUND LEASE AND SUBLEASE AGREEMENT** (together with any amendments, modifications or supplements hereto, the "*ULLLC Ground Lease*") effective as of _____, 2020, is entered into by and between the **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE**, a public constitutional corporation organized and existing under the laws of the State of Louisiana (together with its successors and assigns, "*LSU*"), represented herein by the Interim President of Louisiana State University, and **UNIVERSITY LAKES LLC**, a Louisiana limited liability company (together with its successors and assigns, "*ULLLC*"), the sole member of which is the LSU Real Estate and Facilities Foundation, a Louisiana nonprofit corporation and a Tax Exempt Organization (defined herein) (the "*Foundation*"), herein represented by its duly authorized Executive Director. Each of LSU and ULLLC is referred to herein, individually, as a "*Party*" and those entities are referred to herein, collectively, as the "*Parties*."

W I T N E S S E T H

WHEREAS, there exists in the heart of Baton Rouge, Louisiana, a system of lakes with shoreline property, each known individually as University Lake, College Lake, Campus Lake and Lake Crest (each owned and maintained by LSU) (together with the improvements thereon, the "*LSU Lakes*") and City Park Lake and Erie Lake (each owned and maintained, or caused to be maintained, by the City-Parish) (together with the improvements thereon and as more particularly identified in **Exhibit A** hereto, the "*City-Parish Lakes*" and, together with LSU Lakes, the "*Baton Rouge Lakes*"), which essentially serves as the Baton Rouge community's central park;

WHEREAS, in the 1930s, the Baton Rouge Lakes were created from swampland as a public works project and, over time, have declined, filling with sediment and becoming unfit as a habitat for wildlife and for recreational purposes;

WHEREAS, the Baton Rouge Lakes are an iconic symbol of Baton Rouge, with thousands of residents and visitors viewing and using the lakes for recreational purposes each day, and serve as a habitat and flyway for local and migratory birds and aquatic wildlife and as storm water drainage.

WHEREAS, the Baton Rouge Area Foundation, a Louisiana nonprofit corporation ("*BRAF*"), in collaboration with other Stakeholders (defined herein), caused to be prepared that certain Baton Rouge Lakes Master Plan by the SWA Group and Jeffrey Carbo Landscape Architects (the "*Master Plan*") for the restoration, renovation and preservation of the Baton Rouge Lakes, a copy of which is attached hereto as **Exhibit B**;

WHEREAS, the Stakeholders have determined that it is in the best interest of the citizens of the State of Louisiana (the "*State*") to create a robust and scenic natural amenity in the heart of Baton Rouge that uses nature as a catalyst for healthy lifestyles, while providing habitat infrastructure for migratory birds and aquatic wildlife, by dredging and deepening the Baton

Rouge Lakes, capturing and cleaning stormwater and reducing erosion, and creating pedestrian and vehicular routes, bicycle trails and a variety of attractive and usable public spaces, as more particularly described in the Master Plan (the "*Project*");

WHEREAS, a major component of the Project includes implementation and restoration of environmental infrastructure necessary to aid in (i) the protection of Louisiana's coastal ecosystem resources through reduction of storm surge-based flood risk and erosion, (ii) improvement of wetland and lake habitats for aquatic, avian and other wildlife and (iii) support of an array of recreational activities and infrastructure critical to the working coast, including building additional land area through dredging; and

WHEREAS, each Party is a Stakeholder in the Project and desires to collaborate with the other Stakeholders to fund and implement the Master Plan and the Project; and

WHEREAS, the Parties, the State, the East Baton Rouge Parish Recreation and Parks Commission ("*BREC*"), the LSU Real Estate and Facilities Foundation (the "*Foundation*") and University Lakes LLC ("*ULLLC*" and, together with LSU, the City-Parish, the State, BREC and the Foundation and the Baton Rouge community at large, the "*Stakeholders*") have entered into that certain Memorandum of Understanding for the University Lakes Project effective as of December 9, 2019 (the "*MOU*"), a copy of which is attached hereto as **Exhibit C**, pursuant to which the parties thereto have (i) memorialized each Stakeholder's stake in, and commitment to, the funding and implementation of the Master Plan and the Project, (ii) commenced the process of identifying each funding source and the terms, conditions and timing thereof, (iii) set forth a framework to proceed to the point of setting forth the agreement of all or certain of the Stakeholders in one or more formal cooperative endeavor agreements (collectively, the "*Master CEA*"), including, without limitation, the development of a request for proposals for, and selection of, a project advisor and (iv) recognized and committed to deliver the benefits that each party to the MOU expects to receive in exchange for its contributions to the Project; and

WHEREAS, to conduct the preliminary planning objectives of the Project, the MOU establishes the "Project Management Committee," which is composed of representatives of various Stakeholders; and

WHEREAS, the MOU establishes ULLLC as the "Project Administrator," which will collaborate with the other parties to the MOU and coordinate and implement the Master Plan and administer the Project and the funding therefor; and

WHEREAS, LSU, BREC, the City-Parish and ULLLC have entered into that certain Cooperative Endeavor Agreement for Lakes Project Advisor (the "*Lakes Project Advisor CEA*" and, together with the Master Plan, the MOU, the Master CEA and certain other documents and instruments relating to the Project, including, without limitation the design and plans and specifications therefor, the "*Project Documents*") as of January 31, 2020, pursuant to which the parties thereto agreed to fund the selection and engagement by ULLLC of the Project Advisor, which, in turn, will, among other duties, facilitate the commencement of the first phase of the Project with the selection of a designer therefor; and

WHEREAS, capitalized terms used, and not otherwise defined, in this CP Ground Lease shall have the meanings assigned thereto in the MOU and in the Lakes Project Advisor CEA; and

WHEREAS, pursuant to the Lakes Project Advisor CEA, ULLLC utilized a competitive request for proposals to select a project advisory team led by Brailsford and Dunlavey, Inc. and CSRS, Inc. (the "*Project Advisor*"); and

WHEREAS, ULLLC has determined that it is necessary for ULLLC to obtain a real property interest in the Site (defined herein) to enable it, subject to obtaining the requisite funding, to proceed with the implementation of the Project; and

WHEREAS, pursuant to that certain Ground Lease Agreement dated as of _____, 2020 (the "*CP Ground Lease*"), by and between the City-Parish and LSU, the City-Parish has lease the CP Site (defined herein) to LSU, and has approved the sublease of the CP Site by LSU to ULLLC for the purpose of enabling it, subject to obtaining the requisite funding, to proceed with the implementation of the Project; and

WHEREAS, pursuant to La. R.S. 17:3361 *et seq.* (the "*University Leasing Act*"), the LSU Board may lease the LSU Site (defined herein) and sublease the CP Site to ULLLC to enable it, subject to obtaining the requisite funding, to proceed with the implementation of the Project; and

WHEREAS, upon completion of the Project, ULLLC intends to convey (i) the improvements to the CP Site and certain other improvements, if any, included in the Project (but not located on the CP Site) to the City-Parish (collectively, the "*CP Improvements to be Conveyed*") and (ii) the improvements to the LSU Site and certain other improvements, if any, included in the Project (but not located on the LSU Site) to LSU (collectively, the "*LSU Improvements to be Conveyed*" and, together with the CP Improvements to be conveyed, the "*Improvements not be Conveyed*") this ULLLC Ground Lease and the CP Ground Lease shall terminate, LSU will have all the responsibility as the owner of the LSU Site and the improvements thereon and otherwise so conveyed and the City-Parish will have all the responsibility as the owner of the CP Site and the improvements thereon and otherwise so conveyed.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements which follow, the parties hereby agree as follows:

ARTICLE I
LEASE OF PROPERTY - TERMS OF GROUND LEASE

Section 1.01 Lease of LSU Site. In consideration for the performance by ULLLC and the other Stakeholders, as applicable, of their respective obligations set forth in the ULLLC Ground Lease, the MOU, the Lakes Project Advisor CEA and as set forth or to be set forth in the Master CEA and the other Project Documents, LSU does hereby lease or sublease, as applicable, let or sublet, as applicable, demise, and rent unto ULLLC, and ULLLC does hereby rent and lease or sublease, as applicable, from LSU, the Site, together with all existing improvements, alterations, additions and attached fixtures located on the Site and owned or controlled by LSU as of the date hereof, and the right of uninterrupted access to and from all streets and roads now or hereafter adjoining the Site for vehicular and pedestrian ingress and egress. ULLLC, by execution of this ULLLC Ground Lease, accepts the leasehold estate herein demised, all for the limited purpose of implementing, and only to the extent necessary to implement, the Project. It is hereby agreed by the Parties that LSU or the City-Parish, as applicable, shall retain all other rights and obligations with respect to the Site, including, without limitation, and except as otherwise specifically set forth herein, maintenance and operation, policing and security, maintenance of insurance casualty and liability insurance.

The Parties hereby acknowledge that it is anticipated that a land survey of the Baton Rouge Lakes and surrounding property owned by LSU or the City-Parish, as applicable, will be performed in connection with the Project; however, such survey is not completed as of the effective date of this ULLLC Ground Lease. Accordingly, each Party hereby agrees (a) to promptly, upon the completion and acceptance by LSU and the City-Parish of such land survey, execute and deliver an amendment to this ULLLC Ground Lease to substitute the legal description of the Baton Rouge Lakes and the surrounding property owned by the City-Parish or LSU, as applicable, derived from, or as depicted on, the land survey for the description of the Site set forth in Exhibit A hereto and to the memorandum of lease filed with the Clerk of Court of East Baton Rouge Parish, Louisiana, as required by Section 18.05 hereof, and (b) that such amendment and substitution is hereby deemed to be approved by the Parties without further authorization by the respective governing authorities of LSU and ULLLC.

Section 1.02 Servitudes and Rights of Access. LSU hereby grants to ULLLC and its contractors the right to perform or cause to be performed the Project on the Site, and hereby grants to ULLLC for the Term a nonexclusive servitude over, across, and upon that portion of the City-Parish's property (to the extent permitted by the CP Ground Lease) and/or LSU's Property as is necessary and as is set forth in this ULLLC Ground Lease in order to perform the Project. LSU does hereby grant to ULLLC and its contractors temporary rights of passage and use over such other areas, including "lay down" and "staging" areas, as may be reasonably required to perform the Project; provided such rights with respect to the CP Site and surrounding property owned by the City-Parish are granted to the extent permitted by the CP Ground Lease). Such rights of passage and use as to ULLLC and its contractors shall terminate upon completion of the Project and termination of this ULLLC Ground Lease.

During the Term, LSU hereby grants to ULLLC the nonexclusive right to access on, over, upon, and across that portion of the City-Parish's (to the extent permitted by the CP Ground

Lease) and/or LSU's property as is necessary or required for ULLLC's use of such areas described above. LSU agrees it will not materially or unreasonably interfere with such access during the Term. ULLLC agrees, except as necessary in connection with the implementation of the Project, not to materially and adversely interfere, or permit material and adverse interference, with the public's use of the Site, subject, however, to ULLLC's use of the Site as provided herein. ULLLC agrees that it shall, and shall cause the Project Advisor to, coordinate with the LSU Representative, LSU Facility Services, the City-Parish Representative and the City-Parish's Department of Public Works in connection with the planning, design, construction and/or implementation of the Project, including, without limitation, any Improvements to be Conveyed.

Section 1.03 Habendum. To have and to hold the Site, together with all and singular the rights, privileges, and appurtenances thereto attaching or anywise belonging, exclusively unto ULLLC and its successors and assigns, for the Term, subject to the covenants, agreements, terms, provisions, and limitations herein set forth.

Section 1.04 Term. This ULLLC Ground Lease shall continue and remain in full force and effect for a Term commencing on the Effective Date and ending on the date which is one year following the date of completion of the Project improvements for which ULLLC has received funding (the "*Expiration Date*"). The Term may be extended by written agreement of the Parties upon terms and conditions mutually agreeable thereto, subject to securing any approvals required by the terms hereof or by Applicable Law; provided, however, the aggregate Term of this ULLLC Ground Lease shall not exceed ninety-nine (99) years.

Section 1.05 Mineral Reservation. LSU hereby reserves for itself all of LSU's interest in and to the oil, gas, casinghead gas, condensate, and associated liquid or liquefiable hydrocarbons and all other minerals of any nature whatsoever, including, but not limited to sulfur, coal, lignite, uranium, thorium, fissionable materials, bentonite, Fuller's earth, sand, gravel, building stone, limestone, shale, caliche, and precious metals in, on, and under and that may be produced from the LSU Site and surrounding properties owned by LSU. LSU hereby expressly releases and waives, on behalf of itself and its successors and assigns, all rights of ingress and egress to enter upon the surface of the LSU Site for purposes of exploring for, developing, drilling, producing, transportation, mining, treating, storing or any other purposes incident to the development or production of the oil, gas and other minerals reserved to LSU pursuant to this ULLLC Ground Lease (or owned or held by any other persons) as described hereinabove in, on, and under the LSU Site. However, nothing herein contained shall ever be construed to prevent either, respectively, from developing or producing the oil, gas, and other minerals reserved to LSU pursuant to this ULLLC Ground Lease as described hereinabove in, on, and under the LSU Site by pooling, by directional drilling under the LSU Site from well sites located on tracts other than the LSU Site or otherwise so long as no penetration of the subsurface of the LSU Site is made at a depth that is less than three hundred (300) feet below the natural surface of the LSU Site and such production shall not interfere with the performance of the Project by ULLLC.

ULLLC hereby acknowledges the mineral reservation by the City-Parish with respect to the CP Site contained in Section 1.05 of the CP Ground Lease.

Section 1.06 Natural Resources Recovered from the CP Site. The Parties hereby acknowledge the provisions of the 2020 Capital Outlay Act and, more specifically, of the appropriation contained therein to the Foundation for the Project and the condition therefor that any sinker cypress or other natural resources recovered from the Baton Rouge Lakes during the performance of the Project be sold at public auction and the proceeds of such sale be applied to the Project. Accordingly, the Parties agree that, any provision of this ULLLC Ground Lease to the contrary notwithstanding, in the event sinker cypress or other natural resources are recovered from the Site during the performance of the Project, ULLLC shall have the right and the obligation, on behalf of the City Parish and LSU, to sell such sinker cypress or other natural resources at public auction and apply any and all proceeds derived from any such sale to the Project, as required by the 2020 Capital Outlay Act. LSU agrees, and the City-Parish has agreed pursuant to the CP Ground Lease, that they each shall cooperate with ULLLC as necessary to transfer to successful bidder(s) the title to any such sinker cypress or other natural resources recovered from the Site.

ARTICLE II DEFINITIONS

Section 2.01 Definitions. In addition to such other defined terms as may be set forth in this ULLLC Ground Lease, the following terms shall have the following meanings.

<i>"Applicable Law"</i>	All present and future laws, statutes, rules, regulations or ordinances, resolutions and orders of any Governmental Authority substantially affecting the Parties, the Site, the Project and/or the ability of the Parties to meet their obligations hereunder, including, without limitation, all Environmental Laws.
<i>"Award"</i>	Any payment or other compensation received or receivable as a consequence of Expropriation from or on behalf of any Governmental Authority or any other Person vested with the power of eminent domain.
<i>"Baton Rouge Lakes"</i>	Shall have the meaning assigned thereto in the Recitals to this ULLLC Ground Lease.
<i>"BRAE"</i>	Shall have the meaning assigned thereto in the Recitals to this ULLLC Ground Lease.
<i>"BREC"</i>	Shall have the meaning assigned thereto in the Recitals to this ULLLC Ground Lease.
<i>"Business Day"</i>	Any day other than (i) a Saturday, (ii) a Sunday, or (iii) any other day on which banking institutions in New York, New York, or Baton Rouge, Louisiana, the principal office of LSU or the principal office of the City-Parish are authorized or required not to be open for the transaction of business.
<i>"Casualty"</i>	Shall have the meaning assigned thereto in Section 12.01 of this ULLLC Ground Lease.
<i>"Casualty Insurance Proceeds"</i>	All proceeds paid under the insurance policies described in Article XVII hereof.
<i>"City-Parish"</i>	The City of Baton Rouge and Parish of East Baton Rouge, Louisiana, a political subdivision of the State, and its successors and assigns.
<i>"City-Parish Indemnities"</i>	Shall have the meaning assigned thereto in Section 9.01(a) hereof.

<i>"City-Parish's Interest"</i>	The City-Parish's right, title and interest in and to the CP Site, the CP Improvements to be Conveyed and the CP Ground Lease.
<i>"City-Parish Lakes"</i>	Shall have the meaning assigned thereto in the Recitals to this ULLLC Ground Lease.
<i>"City-Parish Representative"</i>	The Mayor-President or the Director, Transportation and Drainage, of the City-Parish, or any other person designated as a City-Parish Representative by the Mayor-President of the City Parish by an instrument in writing. [**others the C-P would like to have listed?**]
<i>"CP Ground Lease"</i>	The Ground Lease Agreement dated effective _____, 2020, by and between LSU and the City-Parish, as amended, modified and supplemented from time to time.
<i>"CP Improvements to be Conveyed"</i>	Shall have the meaning assigned thereto in the Recitals to this ULLLC Ground Lease.
<i>"CP Site"</i>	The immovable property described in Exhibit A and identified as the CP Site which has been leased to LSU by the City-Parish pursuant to the CP Ground Lease, which is subleased by LSU to ULLLC pursuant to this ULLLC Ground Lease, and which includes, without limitation, the City-Parish Lakes and adjacent shoreline, to the extent of the City-Parish's right, title and interest therein, as necessary to implement the Project.
<i>"Effective Date"</i>	_____, 2020.
<i>"Environmental Laws"</i>	All federal, State and local laws and ordinances and common law principles relating to the protection of the environment or the keeping, use, abatement, remediation, disposal, human health or natural resources or the generation, transportation, treatment, storage, disposal, recycling, keeping, use, or disposition of Hazardous Materials, substances, or wastes, presently in effect or adopted after the Effective Date, including, without limitation, all amendments to such federal, State and local laws and ordinances and common law principles and all rules and regulations under any such federal, State and local laws and ordinances and common law principles.

<i>"Event of Default"</i>	Any matter identified as an event of default under Article X hereof.
<i>"Executive Vice President"</i>	The Executive Vice President for Finance and Administration and Chief Financial Officer of the University (or any interim or successor officer or office) or his/her designee appointed in writing.
<i>"Exhibit A"</i>	The description of the Site, the CP Site and the LSU Site attached hereto as Exhibit A and made a part hereof as of the Effective Date, including without limitation, the anticipated substitution therefor as contemplated by Section 1.01 hereof.
<i>"Exhibit B"</i>	A copy of the Master Plan attached hereto as Exhibit B and made a part hereof.
<i>"Exhibit C"</i>	A copy of the MOU attached hereto as Exhibit C and made a part hereof.
<i>"Exhibit D"</i>	The form of Memorandum of Lease attached hereto as Exhibit D and made part hereof.
<i>"Expiration Date"</i>	The expiration date of this ULLLC Ground Lease as set forth in Section 1.04 hereof.
<i>"Expropriation"</i>	The taking of all or any portion of the Site by condemnation, expropriation, or eminent domain proceedings.
<i>"Force Majeure"</i>	Any circumstances beyond the control of ULLLC or LSU, including, without limitation, acts of God, hurricanes, tornadoes, power outages or lack of power supply due to a casualty, mandatory evacuations, acts of a public enemy, governmental interference, inability to obtain labor, energy or supplies, riot, civil commotion, strike, lockout, pandemic, epidemic or any other unforeseeable event (other than an inability to obtain financing), the occurrence of which would prevent or preclude ULLLC or LSU, respectively, from fully and completely carrying out the performance of their respective obligations under this ULLLC Ground Lease, other than obligations in respect of the payment of money.
<i>"Foundation"</i>	LSU Real Estate and Facilities Foundation, a nonprofit corporation organized and existing under the laws of the

State and the sole member of ULLLC, and its successors and assigns.

"Governmental Authority"

Any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, parish, district, municipality, city or otherwise) whether now or hereafter in existence, with jurisdiction over LSU, the City-Parish, ULLLC, the Site and the Project.

"Hazardous Materials"

Pollutants, contaminants, flammables, explosives, radioactive materials, hazardous wastes, substances, chemicals or materials, toxic wastes, substances, chemicals, or materials or other similar substances, petroleum products or derivatives, or any substance subject to regulation by or under Environmental Laws, including asbestos, asbestos-containing materials, materials presumed by law to contain asbestos, polychlorinated biphenyls ("*PCBs*"), petroleum, petroleum byproducts (including but not limited to, crude oil, diesel, oil, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, and all other liquid hydrocarbons, regardless of specific gravity), natural or synthetic gas products, infectious wastes, radioactive materials, and/or any hazardous or toxic substance, chemical or material, or any other environmentally regulated substance or material, waste, pollutant or contaminant, defined as such or regulated by any Environmental Laws.

"Improvements"

The improvements to the Site to be performed by or on behalf of ULLLC as required by this ULLLC Ground Lease and as more particularly described in the Project Documents.

"Improvements to be Conveyed"

Collectively, the CP Improvements to be Conveyed and the LSU Improvements to be Conveyed, as more particularly described in the Project Documents.

"Lakes Project Advisor CEA"

Shall have the meaning assigned thereto in the Recitals to this ULLLC Ground Lease.

"Leases"

Collectively, this ULLLC Ground Lease and the CP Ground Lease.

"LSU"	Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a constitutional corporation organized and existing under the laws of the State, and its successors and assigns.
"LSU Improvements to be Conveyed"	Shall have the meaning assigned thereto in the Recitals to this ULLLC Ground Lease.
"LSU Indemnitees"	Shall have the meaning assigned thereto in Section 9.02(a).
"LSU Representative"	One or more of the persons designated and authorized in writing from time to time by LSU to represent LSU in exercising LSU's rights and performing LSU's obligations under this ULLLC Ground Lease; initially the LSU Representative(s) shall be (i) the President or his or her designee or (ii) the Executive Vice President or his or her designee, until LSU designates one or more other persons to represent LSU under this ULLLC Ground Lease.
"LSU Lakes"	Shall have the meaning assigned thereto in the Recitals to this ULLLC Ground Lease.
"LSU Site"	The immovable property described in Exhibit A hereto which has been leased by LSU to ULLLC pursuant to this ULLLC Ground Lease, and which includes, without limitation, the LSU Lakes and adjacent shoreline, to the extent of LSU's right, title and interest therein, as necessary to implement the Project.
"LSU's Interest"	LSU's right, title and interest in and to the Site and this ULLLC Ground Lease.
"Master CEA"	Shall have the meaning assigned thereto in the Recitals to this ULLLC Ground Lease.
"Master Plan"	Shall have the meaning assigned thereto in the Recitals to this ULLLC Ground Lease.
"MOU"	Shall have the meaning assigned thereto in the Recitals to this ULLLC Ground Lease.
"OCD"	The Office of Community Development, Division of Administration of the State.
"Partial Expropriation"	Shall have the meaning assigned thereto in Section

12.02(b) hereof.

"Parties" or "Party"	Shall have the meaning assigned thereto in the introductory paragraph to this ULLLC Ground Lease.
"Person"	An individual, a trust, an estate, a Governmental Authority, partnership, joint venture, corporation, company, firm or any other entity whatsoever.
"President"	The President of Louisiana State University (or any interim or successor officer or office) or his/her designee appointed in writing.
"Project"	Shall have the meaning assigned thereto in the Recitals to this ULLLC Ground Lease.
"Project Advisor"	Shall have the meaning assigned thereto in the Recitals to this ULLLC Ground Lease.
"Project Documents"	Shall have the meaning assigned thereto in the Recitals to this ULLLC Ground Lease.
"Rent"	The amounts to be paid by LSU to the City-Parish pursuant to Section 3.1 of this ULLLC Ground Lease.
"Site"	Collectively, the CP Site and the LSU Site.
"State"	The State of Louisiana.
"Term"	The term of this ULLLC Ground Lease as set forth in Section 1.04 hereof.
"ULLLC"	University Lakes LLC, a limited liability company organized and existing under the laws of the State of Louisiana, the sole member of which is the Foundation (which is an organization described in §501(c)(3) of the Code, that is exempt from federal income taxes under §501(a) of the Code, and that is not a "private foundation" within the meaning of §509(a) of the Code), and its successors, transferees and assigns.
"ULLLC Contractors"	Shall have the meaning assigned thereto in Section 5.02(a) hereof.
"ULLLC Ground Lease"	This Ground Lease and Sublease Agreement by and between LSU and ULLLC whereby LSU leases the LSU

Site and subleases the CP Site to ULLLC for the purpose of performing the Project.

"ULLLC Representative"

A Manager of ULLLC, or any other person designated as a ULLLC Representative by a Manager by an instrument in writing.

"University Leasing Act"

Louisiana Revised Statutes 17:3361, *et seq.*, as amended from time to time.

"Utility Services"

Shall have the meaning assigned thereto in Section 5.05 hereof.

"Work"

Shall have the meaning assigned thereto in Section 5.01 hereof.

"2020 Capital Outlay Act"

Act 2 of the First Extraordinary Session of the 2020 Legislature of the State.

ARTICLE III
RENT

Section 3.01 Rent. On the Effective Date, ULLLC shall pay to LSU, at the address set forth in Section 18.04 or such other place as LSU may designate in writing, the sum of \$10.00 per year, which annual sum, together with the performance of the obligations of ULLLC under the terms of this ULLLC Ground Lease, including, without limitation, the conveyance to LSU and the City-Parish, as applicable, of the Improvements to be Conveyed as provided in Section 11.01 hereof, shall be the rent for the Site as evidenced by the actual expenditures associated with Improvements to the Site ("*Rent*").

ARTICLE IV USE OF SITE

Section 4.01 Purpose of ULLLC Ground Lease. The parties enter into this ULLLC Ground Lease for the purpose of enabling ULLLC to proceed with the implementation of the Project. Except as otherwise provided in this ULLLC Ground Lease, the Site is to be used by ULLLC for no other purpose.

Section 4.02 Compliance with Applicable Law. At all times during the Term, ULLLC shall, and shall cause other Persons using the Site in connection with the Project to, conform to, obey, and comply in all respects with all Applicable Law, including those applicable to this ULLLC Ground Lease and performance of the Project. ULLLC, in its own name and at its sole cost and expense, shall have the right to contest the validity of any Applicable Law, provided that ULLLC notifies LSU and the City-Parish of the contest, conducts such contest in accordance with any and all Applicable Law, such contest does not place the Site in danger of being seized or forfeited, such contest will not result in civil or criminal penalties being imposed on the City-Parish, LSU or ULLLC and such contest will not jeopardize the health, safety or welfare of the general public. ULLLC shall not use, or suffer or permit the use of, the Site or any part thereof in any manner that would constitute a legal nuisance or create a risk of harm or loss to any Person. In the event, at any time during the Term, as the result of ULLLC's acts or failure to act when under affirmative duty to do so, any addition, alteration, change, or repair or other work of any nature, structural or otherwise, be lawfully required or ordered by any Governmental Authority or becomes necessary on account of any Applicable Law, the entire expense thereof, regardless of when the same shall be incurred or become due, shall be paid by ULLLC, and in no event shall LSU or the City-Parish be called upon to contribute thereto. ULLLC shall obtain and maintain in force during the Term all licenses, permits and Governmental Authority approvals necessary or required for the performance of the Project.

ARTICLE V IMPROVEMENTS

Section 5.01. Performance of Project. ULLLC shall perform, or cause to be performed (subject to receipt thereby of the necessary funding as set forth in the Project Documents), the Project in accordance with the provisions of the Project Documents (the "*Work*").

Section 5.02. Rights Concerning the Site during the Term.

(a) ULLLC and its Project Advisor, designers, engineers, surveyors, contractors and subcontractors (collectively, the "*ULLLC Contractors*") shall have the right to occupy and use the Site with reasonable ingress to and egress therefrom, during the Term. ULLLC shall assume responsibility for the condition of the Site and any portion of the City-Parish's or LSU's property surrounding the Site used by ULLLC pursuant to the servitudes and rights of way granted herein during the Term, but solely to the extent the condition of such Site and surrounding property is directly affected by the performance of the Project. During the performance of Work, ULLLC shall maintain the Site and any improvement or construction thereon in a reasonably prudent manner, but only insofar as such maintenance is directly required by the performance of the Project. Except for such maintenance as is directly required by performance of the Project, the City-Parish shall be responsible for all maintenance of the CP Site as provided in the CP Ground Lease and LSU shall be responsible for all maintenance of the LSU Site. During the performance of the Work, (i) the City-Parish and its employees, agents and contractors shall at all times have access to the CP Site and the City-Parish shall exercise all rights as owner of the CP Site, other than those rights specifically granted to LSU in the CP Ground Lease as necessary to perform the Project, even those not specifically acknowledged therein and (ii) LSU and its employees, agents and contractors shall at all times have access to the LSU Site and LSU shall exercise all rights as owner of the LSU Site, other than those rights specifically granted to ULLLC herein as necessary to perform the Project, even those not specifically acknowledged herein. LSU shall cause ULLLC to take prudent care of the Site during the Work and return same to LSU at the completion of the Work, with the improvements thereon (i) in as good a condition as when the Work commenced, ordinary wear and tear excepted, or (ii) removed or replaced in accordance with the Project Documents.

(b) Anything to the contrary contained in this ULLLC Ground Lease notwithstanding, (i) the Site shall be subject, at all times during the Term, to the jurisdiction of the City-Parish's and LSU's respective police forces, which shall have access to the Site at all times and to the extent required under Applicable Law, and (b) the City-Parish, LSU and their respective employees, agents and contractors and the general public shall have the right to enter upon and use the Site in accordance with Applicable Law and in a manner that will not materially and adversely affect performance of the Project or present a hazard thereto. During the Work, ULLLC shall be responsible for safety and security of construction materials and equipment relating to the Project and to secure the Site or portions thereof to the extent necessary to protect the general public.

Section 5.03. Signage. ULLLC and the ULLLC Contractors are hereby permitted to place appropriate signage regarding the Project and the Stakeholders on the Site.

Section 5.04. Intentionally Left Blank.

Section 5.05 Utilities. LSU makes no representations or warranties whatsoever regarding the availability or adequacy of any utilities (including, without limitation, gas, water (including water for domestic uses and for fire protection), electricity, sewerage, garbage or trash removal, light, cable, heat, telephone, power, computer data and other utilities (collectively, the "*Utility Services*") necessary for the performance of the Project to or at the Site. ULLLC shall be responsible for procuring, or causing to be procured, at its sole expense, all Utility Services necessary for the performance of the Project.

**ARTICLE VI
ENCUMBRANCES**

Section 6.01 Encumbrance of Site and Improvements. ULLLC shall not mortgage or grant a lien or security interest in LSU's Interest without the prior written consent of the LSU Representative or in the City-Parish's Interest without the prior written consent of the City-Parish Representative. Any mortgage of the leasehold interest in (i) the Site shall remain subject to and subordinate to this ULLLC Ground Lease and (ii) the CP Site shall remain subject to and subordinate to this ULLLC Ground Lease and the CP Ground Lease.

**ARTICLE VII
CERTAIN LIENS PROHIBITED**

Section 7.01 No Mechanics' Liens. Except as permitted in Section 7.02 hereof and as otherwise caused by or at the instruction of the City-Parish or LSU, as applicable, ULLLC shall not suffer or permit any mechanics' liens or other liens to be enforced against the City-Parish's Interest nor against LSU's Interest by reason of a failure to pay for any work, labor, services, or materials supplied or claimed to have been supplied to ULLLC or to anyone holding the Site or improvements thereon or any part thereof through or under ULLLC.

Section 7.02 Release of Recorded Liens. If any mechanics' liens or materialmen's liens which arise out of a contract with ULLLC or the ULLLC Contractors or shall be recorded against LSU's Interest or City-Parish's Interest, ULLLC and/or and the ULLLC Contractors, as applicable, shall cause the same to be released of record or, in the alternative, if any such party in good faith desires to contest the same, such party shall be privileged to do so; however, in such case, ULLLC shall indemnify, defend and save the City-Parish and/or LSU, as applicable, harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure on said mechanics' lien, cause the same to be discharged and released prior to the execution of such judgment. In the event either LSU or the City-Parish reasonably should consider LSU's Interest or the City-Parish's Interest, as applicable, endangered by any such liens and should so notify ULLLC and ULLLC should fail to provide adequate security for the payment of such liens in the form of a surety bond, cash deposit or cash equivalent or indemnity agreement reasonably satisfactory to the City-Parish and/or LSU within thirty (30) days after such notice, then the City-Parish and/or LSU, as applicable, at its sole discretion, may discharge such liens and LSU may recover from ULLLC as additional rent under this ULLLC Ground Lease the amounts paid, with interest thereon from the date paid by the City-Parish or LSU, as applicable, until repaid by ULLLC at the rate of five percent (5%) per annum.

Section 7.03 Memorandum of Recitals. The memorandum of lease to be filed pursuant to Section 18.05 of this ULLLC Ground Lease and any third-party contract for improvements to the Site shall clearly state that such third party, or any other party claiming under said third party, shall be on notice that none of LSU, LSU's property, the City-Parish or the City-Parish's property shall have any liability for satisfaction of any claims of any nature in any way arising out of a contract with ULLLC.

ARTICLE VIII
OPERATION, MAINTENANCE, REPAIR AND SECURITY OF SITE

Section 8.01 Operation, Maintenance, Repair and Security by LSU.

(a) *The CP Site.* Subject to the provisions of Section 8.02 hereof, during the Term, LSU shall cause the City-Parish to, at its sole expense:

(i) except as otherwise provided in Section 8.02(a) hereof, be responsible for procuring and maintaining all services deemed by the City-Parish to be necessary or required in order to adequately operate, maintain, clean and repair the CP Site and surrounding properties owned by the City-Parish, including, without limitation, park, drainage, sewer and roadway and walking and bike path maintenance and repair.

(ii) except as otherwise provided in Section 8.02(b) hereof, provide all security and police service deemed by the City-Parish to be necessary or required for the security of the CP Site and any persons occupying, using or entering the CP Site.

(b) *The LSU Site.* Subject to the provisions of Section 8.02 hereof, during the Term, LSU shall, at its sole expense:

(i) except as otherwise provided in Section 8.02(a) hereof, be responsible for procuring and maintaining all services deemed by LSU to be necessary or required in order to adequately operate, maintain, clean and repair the LSU Site and surrounding properties owned by LSU, including, without limitation, park, drainage, sewer and roadway and walking and bike path maintenance and repair.

(ii) except as otherwise provided in Section 8.02(b) hereof, provide all security and police service deemed by LSU to be necessary or required for the security of the LSU Site and any persons occupying, using or entering the LSU Site.

Section 8.02. Operation, Maintenance, Repair and Security by ULLLC. During the Term, ULLLC shall, at its sole expense (but subject to receipt of funding as contemplated by the Master CEA), to:

(a) be responsible for repairing any damage caused to, and cleaning/removing any construction materials, trash and other debris on, the Site (and on any surrounding properties owned or controlled by LSU and on which LSU has granted to ULLLC a servitude pursuant to Section 1.02 hereof) resulting from the performance of the Project; and

(b) be responsible for safety and security of construction materials and equipment relating to the Project and to secure the Work areas to the extent necessary to

protect the general public.

Section 8.03 Environmental Matters. With respect to the Site, ULLLC shall comply, and cause any Person using the Site for purposes of performing the Project (including, without limitation, the ULLLC Contractors) to comply, with all applicable Environmental Laws.

**ARTICLE IX
INDEMNIFICATION**

Section 9.01 City-Parish Indemnification by ULLLC.

(a) To the extent permitted by Applicable Law, from and after the Effective Date, ULLLC shall, at its sole cost and expense, indemnify, defend and hold harmless the City-Parish and its respective officials, officers, agents and employees (collectively, the "*City-Parish Indemnitees*") against and from any and all claims made on behalf of any individual or entity to the extent the claims arise from the occupation, use, or possession of the CP Site by ULLLC, and/or from any work done by or on behalf of ULLLC in or about the CP Site during the Term, or any extension thereof, EXCEPT for the City-Parish's obligations under the CP Ground Lease and EXCEPT to the extent caused by the City-Parish's fault, negligence or willful act or the fault, negligence or willful act of its respective officials, officers, agents or employees; provided, however, ULLLC's liability pursuant to this Section 9.01 shall be limited to the assets of ULLLC, including any proceeds of insurance policies.

(b) In case any action or proceeding shall be brought against the City-Parish in respect of which the indemnity contemplated by this Article IX may be sought against ULLLC, ULLLC, upon the giving of notice by the City-Parish, to the extent allowed by Applicable Law, shall defend such action or proceeding by counsel reasonably satisfactory to the City-Parish, and ULLLC shall pay for all reasonable expenses therefor (including reasonable attorneys' fees) unless such action or proceeding is resisted and defended by counsel for any carrier of liability insurance as contemplated in Article XVII hereof as authorized by the provisions of any policy of liability insurance maintained pursuant to said Article XVII.

(c) The Parties acknowledge that the City-Parish has agreed in the CP Ground Lease as follows: (i) to promptly give written notice to LSU and ULLLC when a claim is made against the City-Parish for which indemnity is owed to the City-Parish by ULLLC pursuant to this Article IX, but the City-Parish shall have the right to employ its own separate counsel (the reasonable fees and expenses of which are covered under this indemnity to the extent allowed by Applicable Law), but shall not have control of the defense of such claims (ii) it shall not, in the defense of any claim for which indemnity is owed by ULLLC hereunder, consent to the entry of any judgment except with the consent of ULLLC, or to any settlement, except with the consent of ULLLC, (iii) it shall assist ULLLC in the defense of any claim for which ULLLC owes indemnification hereunder and is undertaking to provide a defense, by making available to ULLLC (at ULLLC's reasonable cost and expense) records and personnel of the City-Parish, as may be reasonably required in the defense of such claim.

Section 9.02 LSU Indemnification by ULLLC.

(a) To the extent permitted by Applicable Law, from and after the Effective Date, ULLLC shall, at its sole cost and expense, indemnify, defend and hold harmless

LSU, its officials, officers, agents and employees (collectively, the "*LSU Indemnitees*") against and from any and all claims made on behalf of any individual or entity to the extent the claims arise from the occupation, use, or possession of the Site by ULLLC, and/or from any work done by or on behalf of ULLLC in or about the Site during the Term, or any extension thereof, EXCEPT for LSU's obligations under this ULLLC Ground Lease and EXCEPT to the extent caused by LSU's fault, negligence or willful act or the fault, negligence or willful act of its respective officials, officers, agents or employees; provided, however, ULLLC's liability pursuant to this Section 9.01 shall be limited to the assets of ULLLC, including any proceeds of insurance policies.

(b) In case any action or proceeding shall be brought against LSU in respect of which the indemnity contemplated by this Article IX may be sought against ULLLC, ULLLC, upon the giving of notice by LSU, to the extent allowed by Applicable Law, shall defend such action or proceeding by counsel reasonably satisfactory to LSU and shall pay for all reasonable expenses therefor (including reasonable attorneys' fees) unless such action or proceeding is resisted and defended by counsel for any carrier of liability insurance as contemplated in Article XVII hereof as authorized by the provisions of any policy of liability insurance maintained pursuant to said Article XVII.

(c) LSU shall promptly give written notice to ULLLC when a claim is made against LSU for which indemnity is owed to LSU by ULLLC pursuant to this Article IX, but LSU shall have the right to employ its own separate counsel (the reasonable fees and expenses of which are covered under this indemnity to the extent allowed by Applicable Law), but shall not have control of the defense of such claims. LSU shall not, in the defense of any claim for which indemnity is owed by ULLLC hereunder, consent to the entry of any judgment except with the consent of ULLLC, or to any settlement, except with the consent of ULLLC. LSU shall assist ULLLC in the defense of any claim for which ULLLC owes indemnification hereunder and is undertaking to provide a defense, by making available to ULLLC (at ULLLC's reasonable cost and expense) records and personnel of LSU as may be reasonably required in the defense of such claim.

Section 9.03 ULLLC Indemnification by LSU.

(a) To the extent permitted by Applicable Law, from and after the Effective Date, LSU shall, at its sole cost and expense, indemnify, defend and hold harmless ULLLC and its respective trustees, officers, directors, agents and employees (collectively, the "*ULLLC Indemnitees*") against and from any and all claims and/or losses by or on behalf of any Person arising from any breach, violation or default on the part of LSU in the performance of any term, covenant, provision or agreement or other obligation on the part of LSU to be performed pursuant to the terms of this ULLLC Ground Lease, or to the extent arising from any act, omission or negligence of LSU, or that of any of its respective officials, officers, agents and employees, or arising from any accident, injury, death or damage whatsoever caused to any Person or any property occurring during the Term, or any extension thereof, in or about the Site, to the extent caused by LSU's fault, negligence or willful act or the fault, negligence or willful act of its respective officials, officers, agents and employees, EXCEPT to the extent caused by

ULLLC's fault, negligence, or willful act, as applicable, or the fault, negligence or willful act of its respective officials, officers, agents and employees.

(b) In case any action or proceeding shall be brought against ULLLC in respect of which the indemnity contemplated by this Article IX may be sought against LSU, LSU, upon the giving of notice by ULLLC, to the extent allowed by Applicable Law, shall defend such action or proceeding by counsel reasonably satisfactory to ULLLC and LSU shall pay for all reasonable expenses therefor (including reasonable attorney's fees) unless such action or proceeding is resisted and defended by counsel for any carrier of liability insurance contemplated in Article XVII hereof as authorized by the provisions of any policy of liability insurance maintained pursuant to said Article XVII.

(c) ULLLC shall promptly give written notice to LSU when a claim is made against ULLLC for which indemnity is owed to ULLLC by LSU pursuant to this Article IX, but ULLLC shall have the right to employ its own separate counsel (the reasonable fees and expenses of which are covered under this indemnity to the extent allowed by Applicable Law), but shall not have control of the defense of such claims. ULLLC shall not, in the defense of any claim for which indemnity is owed by LSU hereunder, consent to the entry of any judgment except with the consent of LSU, or to any settlement, except with the consent of LSU. ULLLC shall assist LSU in the defense of any claim for which LSU owes indemnification hereunder and is undertaking to provide a defense, by making available to LSU (at LSU's reasonable cost and expense) records and personnel of ULLLC as may be reasonably required in the defense of such claim.

Section 9.04 ULLLC Indemnification by the City-Parish. The Parties hereby acknowledge the indemnification provided by the City-Parish to ULLLC pursuant to Section 9.02 of the CP Ground Lease.

**ARTICLE X
TERMINATION, DEFAULT AND REMEDIES**

Section 10.01 Events of Default by ULLLC.

(a) **Events of Default.** Any one of the following events shall be deemed to be an "Event of Default" by ULLLC under this ULLLC Ground Lease.

(i) ULLLC shall fail to pay any sum required to be paid to LSU under the terms and provisions of this ULLLC Ground Lease and such failure shall not be cured within thirty (30) days after ULLLC's receipt of written notice from LSU of such failure.

(ii) ULLLC shall fail to perform any other covenant or agreement, other than the payment of money, to be performed by ULLLC under the terms and provisions of this ULLLC Ground Lease and such failure shall not be cured within ninety (90) days after ULLLC's receipt of written notice from LSU of such failure; provided that if, during such ninety (90) day period, ULLLC takes action to cure such failure but is unable, by reason of the nature of the work involved, to cure such failure within such period and continues such work thereafter diligently and without unnecessary delays, such failure shall not constitute an Event of Default hereunder until the expiration of a period of time after such ninety (90) day period as may be reasonably necessary to cure such failure.

(iii) A court of competent jurisdiction shall enter an order for relief in any involuntary case commenced against ULLLC, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction over the Site appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of or for ULLLC or any substantial part of the properties of ULLLC or ordering the winding up or liquidation of the affairs of ULLLC and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days.

(iv) The commencement by ULLLC of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by ULLLC to the commencement of a case under the Federal Bankruptcy Code or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of or for ULLLC or any substantial part of the properties of ULLLC.

(b) **LSU's Rights upon Default.** Subject to the provisions of Article IX hereof, upon the occurrence and during the continuance of an Event of Default, LSU may, at its option, seek any and all damages occasioned by the Event of Default or may seek any other remedies available at law or in equity, including, without limitation, specific performance and injunctive relief without a showing of irreparable harm and without posting of bond or other security.

(c) **Termination of Right of Occupancy.** Notwithstanding any provision of law or of this ULLLC Ground Lease to the contrary, LSU shall not have the right to terminate this ULLLC Ground Lease prior to the Expiration Date hereof. However, in the event there is an Event of Default by ULLLC hereunder, LSU shall have the right to exercise the remedies set forth in this Section 10.01.

(d) **Rights of LSU Cumulative.** All rights and remedies of LSU provided for and permitted in this ULLLC Ground Lease shall be construed and held to be cumulative, and no single right or remedy shall be exclusive of any other which is consistent with the former. LSU shall have the right to pursue any or all of the rights or remedies set forth herein, as well as any other consistent remedy or relief which may be available at law or in equity, but which is not set forth herein. No waiver by LSU of a breach of any of the covenants, conditions or restrictions of this ULLLC Ground Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or of any other covenant, condition or restriction herein contained. The failure of LSU to insist in any one or more cases upon the strict performance of any of the covenants of this ULLLC Ground Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of future breaches of such covenant or option. Nothing herein shall authorize the termination of this ULLLC Ground Lease prior to the expiration of the Term.

Section 10.02 Events of Default by LSU.

(a) Any one of the following events shall be deemed to be an Event of Default by LSU under this ULLLC Ground Lease.

(i) LSU shall fail to perform any covenant or agreement to be performed by LSU under the terms and provisions of this ULLLC Ground Lease and such failure shall not be cured within ninety (90) days after LSU's receipt of written notice from ULLLC of such failure; provided that if, during such ninety (90) day period, LSU takes action to cure such failure but is unable, by reason of the nature of the work involved, to cure such failure within such period and continues such work thereafter diligently and without unnecessary delays, such failure shall not constitute an Event of Default hereunder until the expiration of a period of time after such ninety (90) day period as may be reasonably necessary to cure such failure.

(ii) A court of competent jurisdiction shall enter an order for relief in any involuntary case commenced against LSU, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction over the Site appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of or for LSU or any substantial part of the properties of LSU or ordering the winding up or liquidation of the affairs of LSU and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days.

(iv) The commencement by LSU of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by LSU to the commencement of a case under the Federal Bankruptcy Code or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of or for LSU or any substantial part of the properties of LSU.

(b) **ULLLC's Rights upon Default.** Subject to the provisions of Article IX hereof, upon the occurrence and during the continuance of an Event of Default, ULLLC may, at its option, seek any remedies available at law or in equity, including, without limitation, specific performance and injunctive relief without a showing of irreparable harm and without posting of bond or other security.

(c) **Rights of ULLLC Cumulative.** All rights and remedies of ULLLC provided for and permitted in this ULLLC Ground Lease shall be construed and held to be cumulative, and no single right or remedy shall be exclusive of any other which is consistent with the former. ULLLC shall have the right to pursue any or all of the rights or remedies set forth herein, as well as any other consistent remedy or relief which may be available at law or in equity, but which is not set forth herein. No waiver by ULLLC of a breach of any of the covenants, conditions or restrictions of this ULLLC Ground Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or of any other covenant, condition or restriction herein contained. The failure of ULLLC to insist in any one or more cases upon the strict performance of any of the covenants of this ULLLC Ground Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of future breaches of such covenant or option. Except as otherwise provided in Article XII hereof, nothing herein shall authorize the termination of this ULLLC Ground Lease prior to the expiration of the Term.

ARTICLE XI
TITLE

Section 11.01 Title to Improvements. Title to the Improvements shall be vested in ULLLC during the Term. All buildings, fixtures and equipment to be located on the Site whether permanently attached or otherwise (other than buildings, fixtures, and equipment owned by the City-Parish or LSU and located on the Site as of the Effective Date), shall be the property of ULLLC, subject to the provisions of this ULLLC Ground Lease, provided that all buildings, fixtures, and equipment owned by the City-Parish or LSU and located on the Site as of the Effective Date shall remain the property of the City-Parish or LSU, as applicable. Subject to the terms of Article IX, upon the Expiration Date, ULLLC shall convey all right, title and interest of ULLLC to (i) the CP Improvements to be Conveyed to the City-Parish and (ii) to LSU Improvements to be Conveyed to LSU, and to execute all documents necessary to effectuate such transfers. The conveyance of the Improvements to be Conveyed shall be without any warranty as to fitness and condition. In no event shall ULLLC be responsible for any defects in title to the Improvements to be Conveyed.

Section 11.02. Title to Site. Title to the Site shall be vested in the City-Parish and LSU, as applicable, at all times during the Term. LSU hereby agrees that it shall not alienate title to the LSU Site during the Term and the Parties acknowledge that, pursuant to Section 11.02 of the CP Ground Lease, the City-Parish has agreed that it shall not alienate title to the City-Parish Site during the Term.

ARTICLE XII
EXPROPRIATION OR CASUALTY

Section 12.01 Expropriation, Casualty and Other Damage. The (a) risk of loss or decrease in the enjoyment and beneficial use of the Site due to any damage or destruction thereof by acts of God, fire, flood, natural disaster, the elements, casualties, thefts, riots, civil strife, lockout, war, terrorism, nuclear explosion, pandemic, epidemic or otherwise (collectively "*Casualty*"), which Casualty is not directly related to or caused by the Project, and (b) Expropriation of all or any portion of the Site is expressly retained/assumed by LSU. ULLLC shall not in any event be answerable, accountable or liable for any of the foregoing events.

Section 12.02 Expropriation; Termination of ULLLC Ground Lease.

(a) Upon the permanent Expropriation of all the Site, this Ground Lease shall terminate and expire as of the date of such Expropriation, and both ULLLC and LSU shall thereupon be released from any liability thereafter accruing hereunder except for Rent and all other amounts secured by this ULLLC Ground Lease to LSU apportioned as of the date of the Expropriation or the last date of occupancy, whichever is later. LSU shall notify ULLLC immediately upon its knowledge of any proceedings relating to an Expropriation and ULLLC shall have the right to participate therein.

(b) Upon a temporary Expropriation or an Expropriation of less than all of the Site ("*Partial Expropriation*"), ULLLC, at its election, may (i) terminate all of this ULLLC Ground Lease by giving LSU notice of its election to terminate at least sixty (60) days prior to the date of such termination if ULLLC reasonably determines that the Site and Improvements cannot be economically and feasibly used or (ii) termination of this ULLLC Ground Lease only as to the portion of the Site subject to any such Partial Expropriation by giving LSU notice of its election to partially terminate at least sixty (60) days prior to the date of such partial termination if ULLLC reasonably determines that the portion of the Site and Improvements thereon not subject to such Partial Expropriation may continue to be economically and feasibly used.

ARTICLE XIII
ASSIGNMENT, SUBLETTING, AND TRANSFERS

Section 13.01 Assignment of Leasehold Interest. ULLLC shall not sell or assign the leasehold estate created by this ULLLC Ground Lease, any ownership interest in the Improvements, or the other rights of ULLLC hereunder to any Person without the prior written consent of the LSU Representative.

Section 13.02 Transfers of ULLLC's Interest. Any Person succeeding to ULLLC's Interest as a consequence of any permitted conveyance, transfer or assignment shall succeed to all of the obligations of ULLLC hereunder and shall be subject to the terms and provisions of this ULLLC Ground Lease.

**ARTICLE XIV
COMPLIANCE CERTIFICATES**

Section 14.01 ULLLC's Compliance. ULLLC agrees, at any time and from time to time, upon not less than thirty (30) days' prior written notice by LSU, that the ULLLC Representative shall, on behalf of ULLLC, execute, acknowledge and deliver to LSU or to such other party as LSU shall request, a statement in writing certifying (a) that this ULLLC Ground Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (b) to the best of his/her knowledge, whether or not there are then existing any offsets or defenses against the enforcement of any of the terms, covenants or conditions hereof upon the part of ULLLC to be performed (and if so specifying the same), (c) the dates to which the Rent and other charges have been paid, and (d) the dates of commencement and expiration of the Term, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of LSU's Interest or by any other Person.

Section 14.02 LSU's Compliance. LSU agrees, at any time and from time to time, upon not less than thirty (30) days prior written notice by ULLLC, that the LSU Representative shall execute, acknowledge and deliver to ULLLC a statement in writing addressed to ULLLC or to such other party as ULLLC shall request, certifying (a) that this ULLLC Ground Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications); (b) the dates to which the Rent and other charges have been paid; (c) to the best of his/her knowledge, after due inquiry, whether an Event of Default has occurred and is continuing hereunder (and if an Event of Default has occurred, stating the nature of any such Event of Default); and (d) the dates of commencement and expiration of the Term, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective (and permitted) assignee, sublessee or mortgagee of this ULLLC Ground Lease or by any assignee or prospective assignee of any such permitted mortgage or by any undertenant or prospective undertenant of the whole or any part of the Site, or by any other Person succeeding to ULLLC's Interest with the prior written consent of the LSU Representative.

**ARTICLE XV
TAXES**

Section 15.01 Payment of Taxes. ULLLC shall pay or cause to be paid, and, upon request by LSU, shall provide evidence of payment to the appropriate collecting authorities of, all federal, state and local taxes and fees, which may be levied from time to time upon ULLLC's Interest or upon any of ULLLC's property used in connection therewith. ULLLC may pay any of the above items in installments if payment may be so made without penalty other than the payment of interest. The obligations of ULLLC to pay taxes and fees under this Section 15.01 shall apply only to the extent that ULLLC is not exempt from paying such taxes and fees and to the extent that such taxes and fees are not otherwise abated. Each of ULLLC and LSU agree to cooperate fully with the other to the end that tax exemptions available with respect to the Site and the Improvements under Applicable Law are obtained by the party or parties entitled thereto.

Section 15.02 Contested Tax Payments. ULLLC shall not be required to pay, discharge or remove any such taxes or assessments so long as ULLLC is contesting the amount or validity thereof by appropriate proceeding which shall operate to prevent or stay the collection of the amount so contested. LSU shall cooperate with ULLLC in completing such contest, and LSU shall have no right to pay the amount contested during the contest. LSU, at ULLLC's expense, shall join in any such proceeding if any Applicable Law shall so require.

ARTICLE XVI
FORCE MAJEURE

Section 16.01 Discontinuance during Force Majeure. Whenever a period of time is herein prescribed for action to be taken by ULLLC, ULLLC shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to Force Majeure. LSU shall not be obligated to recognize any delay caused by Force Majeure unless ULLLC shall, within ten (10) Business Days after ULLLC is aware of the existence of an event of Force Majeure, notify LSU thereof.

ARTICLE XVII INSURANCE

Section 17.01 Insurance Requirements. All contracts with ULLLC Contractors shall contain requirements for insurance policies in such forms and with such coverages as LSU customarily requires for projects performed by third parties on its campus.

Section 17.02 Policy Requirements. Except as provided in Section 17.01, all insurance required in this Article XVII and all renewals of such insurance shall be issued by companies authorized to transact business in the State, and rated at least A- Class VIII by Best's Insurance Reports (property liability) or in the two highest rating categories of S&P and Moody's. All insurance policies required by this Article XVII shall expressly provide that the policies shall not be canceled or altered without thirty (30) days' prior written notice to LSU and shall, to the extent obtainable, provide that no act or omission of the policy holder which would otherwise result in forfeiture or reduction of the insurance will affect or limit the obligation of the insurance company to pay the amount of any loss sustained and that no insurer shall hold any right of subrogation against the other, except in the case that such waiver of subrogation invalidates coverage under such policy.

All policies of insurance that ULLLC is obligated to maintain or cause to be maintained according to this ULLLC Ground Lease (other than any policy of worker's compensation insurance) will name LSU, the City-Parish and BREC as additional insureds (as applicable). Original or copies of original policies (together with copies of the endorsements naming LSU, the City-Parish and BREC as additional insureds) and evidence of the payment of all premiums of such policies will be delivered to LSU from time to time at least thirty (30) days prior to the expiration of the term of each policy. All general liability, property damage liability and casualty policies maintained by or on behalf of ULLLC shall be written as primary policies, not contributing with and not in excess of coverage that LSU may carry, if any.

If all or any portion of the Site or the Improvements is damaged or destroyed by a Casualty, ULLLC shall, as expeditiously as possible, continuously and diligently prosecute, or cause to be prosecuted, the repair, restoration, or replacement thereof, provided, however, that ULLLC shall in no way be liable for any costs of the repair, restoration or replacement of the Site or the Improvements in excess of the Casualty Insurance Proceeds received because of such Casualty. In the event Casualty Insurance Proceeds and any additional funds deposited with ULLLC are insufficient to fully repair, restore or replace the Site and the Improvements, the Casualty Insurance Proceeds shall be used in accordance with the provisions of the Project Documents. Any excess Casualty Insurance Proceeds remaining after payment in full of the repair, restoration, or replacement shall be paid in accordance with the provisions of the Project Documents.

Section 17.03.LSU Insurance. During the Term, LSU shall, and shall cause the City-Parish to, continue to maintain policies of insurance in such forms and with such coverages as are currently respectively maintained by LSU with respect to the LSU Site and surrounding properties owned by LSU and by the City-Parish with respect to the CP Site and surrounding properties owned by the City-Parish.

Section 17.04 Self Insurance. Any provision of this ULLLC Ground Lease to the contrary notwithstanding, self-insurance by LSU and/or the City-Parish shall satisfy the requirements of this Article XVII.

**ARTICLE XVIII
MISCELLANEOUS**

Section 18.01 Nondiscrimination, Employment and Wages. ULLLC hereby agrees (a) to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1974, the requirements of the Americans with Disabilities Act of 1990, as well as any executive order issued by the governor of the State and (b) not to discriminate in its employment practices, and (c) to render services under this ULLLC Ground Lease without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Section 18.02 Diverse Businesses. LSU is committed to promoting the growth and development of minority- and women-owned and small and historically underutilized businesses (collectively, "*Diverse Businesses*") by providing opportunities to participate in LSU agreements. In support of this commitment, (i) ULLLC shall use good faith and commercially reasonable efforts to provide opportunities to Diverse Businesses that are either certified by the State or another certifying entity in a diverse category as a subcontractor or supplier under the Project Documents and (ii) ULLLC shall provide to LSU a list of Diverse Businesses during each Fiscal Year, which list shall identify as to each Diverse Business contained thereon (A) the legal name thereof, (B) the principal office or address, (C) ownership and (D) the services or good that it may provide or supply and the value of the goods or services procured therefrom. To the extent that any Applicable Law would require that the foregoing provision be modified or voided, such provision can be amended or severed from this ULLLC Ground Lease without affecting any of the other terms hereof.

Section 18.03 Access. ULLLC shall permit the LSU's and City-Parish's respective agents, representatives or employees to enter the Site at reasonable times for the purpose of review and inspection as provided in this ULLLC Ground Lease and in the CP Ground Lease, to determine whether ULLLC is in compliance with the terms of this ULLLC Ground Lease or for other reasonable purposes. Subject to the rights of LSU and the City-Parish to observe and enforce their respective applicable rules and policies and to comply with their respective obligations herein and in the CP Ground Lease, the City-Parish, LSU and their respective agents, representatives and employees shall not disturb or obstruct Work on the Site. Entry onto the Site by the City-Parish, LSU or their respective agents, representatives or employees shall be at their sole risk and ULLLC shall not have any liability to the City-Parish or to LSU for any damage to their respective agents, representatives or employees resulting from their entry onto the Site.

Section 18.04 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, or when sent electronically (by PDF submission) or by telecopy (receipt confirmed by telephone) or telegram, addressed as follows:

If to the City-Parish:

City of Baton Rouge and Parish of East Baton Rouge
222 Saint Louis Street, 8th Floor
Baton Rouge, Louisiana 70802
Telephone: (225) 389-3159
Facsimile: (225) 389-5391
Attention: Director, Transportation and Drainage

with copies to:

City of Baton Rouge/Parish of East Baton Rouge
222 Saint Louis Street, Suite 902
Baton Rouge, Louisiana 70802
Telephone: (225) 389-3114
Facsimile: (225) 389-5554
Attention: Parish Attorney

If to LSU:

Board of Supervisors of Louisiana State University
and Agricultural and Mechanical College
330 Thomas Boyd Hall
Baton Rouge, Louisiana 70803
Telephone: (225) 578-3386
Facsimile: (225) 578-5403
Attention: Executive Vice President for Finance and Administration
and Chief Financial Officer

with copies to:

Breazeale, Sachse & Wilson, L.L.P.
301 Main Street, Suite 2300
Baton Rouge, Louisiana 70801
Telephone: (225) 381-8005
Facsimile: (225) 387-5397
Attention: Tracy A. Morganti, Esq.

If to ULLLC:

University Lakes LLC
c/o LSU Real Estate and Facilities Foundation
3796 Nicholson Drive
Baton Rouge, Louisiana 70802
Telephone: (225) 578-0525
Facsimile: (225) 578-0530
Attention: Executive Director and General Counsel

or to such other address or to the attention of such other person as hereafter shall be designated in writing by such party. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of deposit in the mail in the manner provided herein, or in the case of telecopy, upon receipt.

Section 18.05 Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto. It is understood and agreed that no provision contained herein nor any acts of the parties hereto creates a relationship other than the relationship of LSU, as lessor, and ULLLC, as lessee.

Section 18.06 Memorandum of Lease. Neither ULLLC nor LSU shall file this ULLLC Ground Lease for record in East Baton Rouge Parish, Louisiana, or in any public place without the written consent of the other. In lieu thereof, ULLLC and LSU agree to execute in recordable form a memorandum of this ULLLC Ground Lease in the form of **Exhibit D** attached hereto. Such memorandum shall be filed for record in East Baton Rouge Parish, Louisiana.

Section 18.07 Attorneys' Fees. If either party is required to commence legal proceedings relating to this ULLLC Ground Lease, to the extent allowed by Applicable Law, the prevailing party shall be entitled to receive reimbursement for its reasonable attorneys' fees and costs of suit.

Section 18.08 State Law to Apply; Venue. This ULLLC Ground Lease shall be construed under and in accordance with the laws of the State, and all obligations of the parties created hereunder are performable in East Baton Rouge Parish, Louisiana. The parties hereto consent and agree to the jurisdiction of courts of competent jurisdiction located in East Baton Rouge Parish, State of Louisiana in connection with any dispute or litigation involving this ULLLC Ground Lease.

Section 18.09 Warranty of Peaceful Possession. LSU covenants that ULLLC, on paying the Rent and performing and observing, or causing to be performed or observed, all of the covenants and agreements herein contained and provided to be performed by ULLLC, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Site during the Term and may exercise all of its rights hereunder, and LSU agrees to warrant and defend, during the term of this ULLLC Ground Lease, ULLLC's right to such occupancy, use, and enjoyment and the title to the

Site against the claims of any and all persons whomsoever lawfully claiming the same or any part thereof.

Section 18.10 Curative Matters. Except for the express representations and warranties of LSU set forth in this ULLLC Ground Lease, any additional matters necessary or desirable to make the Site usable for ULLLC's purpose shall be undertaken by or on behalf of ULLLC at no expense to LSU.

Section 18.11 Non-waiver. No waiver by LSU or ULLLC of a breach of any of the covenants, conditions, or restrictions of this ULLLC Ground Lease shall constitute a waiver of any subsequent breach of any of the covenants, conditions or restrictions of this ULLLC Ground Lease. The failure of LSU or ULLLC to insist in any one or more cases upon the strict performance of any of the covenants of this ULLLC Ground Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. A receipt by LSU or acceptance of payment by ULLLC of Rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach. No waiver, change, modification or discharge by LSU or ULLLC of any provision of this ULLLC Ground Lease shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

Section 18.12 Terminology. Unless the context of this ULLLC Ground Lease clearly requires otherwise, (a) pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character; (b) the singular shall include the plural wherever and as often as may be appropriate; (c) the word "includes" or "including" shall mean "including without limitation"; (d) the words "hereof," "herein," "hereunder," and similar terms in this ULLLC Ground Lease shall refer to this ULLLC Ground Lease as a whole and not to any particular section or article in which such words appear unless specifically stated. The section, article and other headings in this ULLLC Ground Lease and the table of contents to this ULLLC Ground Lease are for reference purposes and shall not control or affect the construction of this ULLLC Ground Lease or the interpretation hereof in any respect. Article, section and subsection and exhibit references are to this ULLLC Ground Lease unless otherwise specified. All exhibits attached to this ULLLC Ground Lease constitute a part of this ULLLC Ground Lease and are incorporated herein. All references to a specific time of day in this ULLLC Ground Lease shall be based upon Central Time (or such other standard of measuring time then in effect in Baton Rouge, Louisiana).

Section 18.13 Counterparts. This ULLLC Ground Lease may be executed in multiple counterparts, each of which shall be declared an original.

Section 18.14 Severability. If any clause or provision of this ULLLC Ground Lease is illegal, invalid or unenforceable under present or future laws effective during the Term of this ULLLC Ground Lease, then and in that event, it is the intention of the parties hereto that the remainder of this ULLLC Ground Lease shall not be affected thereby.

Section 18.15 Authorization. By execution of this ULLLC Ground Lease, each of LSU and ULLLC represents to the other that it is an entity validly existing and duly constituted under

the laws of the State, that all acts necessary to permit it to enter into and be bound by this ULLLC Ground Lease have been taken and performed, and that the person(s) signing this ULLLC Ground Lease on its behalf have due authorization to do so.

Section 18.16 Ancillary Agreements. In the event it becomes necessary or desirable for ULLLC or LSU to approve in writing any ancillary agreements or documents concerning the Site, the surrounding properties or the Project or to alter or amend any such ancillary agreements between LSU and ULLLC or to give any approval or consent of ULLLC or LSU, as applicable, required under the terms of this ULLLC Ground Lease, all agreements, documents or approvals shall be forwarded to the ULLLC Representative and the LSU Representative, respectively, for approval.

Section 18.17 Amendment. No amendment, modification, or alteration of the terms of this ULLLC Ground Lease shall be binding unless the same are in writing dated on or subsequent to the date hereof and duly executed by the Parties hereto.

Section 18.18 Successors and Assigns. All of the covenants, agreements, terms and conditions to be observed and performed by the parties hereto shall be applicable to and binding upon their respective successors and assigns, including any successor by merger or consolidation of LSU into another educational management board.

Section 18.19 Entire Agreement. This ULLLC Ground Lease and the exhibits attached hereto contain the entire agreement between the parties hereto with respect to the Site and contain all of the terms and conditions agreed upon with respect to the lease of the Site, and no other agreements, oral or otherwise, regarding the subject matter of this ULLLC Ground Lease shall be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written.

Section 18.20 Consents, Acknowledgments and other Actions. Where the consent or acknowledgment or other action (other than that contemplated by Section 18.16 hereof) of LSU is required pursuant to this ULLLC Ground Lease, LSU hereby authorizes the LSU Representative to give such consent or acknowledgment or take such other action (other than that contemplated by Section 18.16 hereof), in his or her reasonable discretion. Where the consent or acknowledgment or other action (other than that contemplated by Section 18.16 hereof) of ULLLC is required pursuant to this ULLLC Ground Lease, ULLLC hereby authorizes the ULLLC Representative to give such consent or acknowledgment or take such other action (other than that contemplated by Section 18.16 hereof), in his or her reasonable discretion.

Section 18.21 Intentionally Left Blank.

Section 18.22 Exculpatory Provisions.

(a) In the exercise of the powers of LSU by its trustees, officers, employees and agents under this ULLLC Ground Lease, such persons shall not be personally accountable or liable to ULLLC (i) for any actions taken or omitted by its trustees, officers, employees or agents in good faith and believed by it or them to be authorized or

within their discretion or rights or powers conferred upon them, or (ii) for any claims based on this ULLLC Ground Lease against any trustee, officer, employee or agent of LSU in his or her personal capacity, all such liability, if any, being expressly waived by the City-Parish by the execution of this ULLLC Ground Lease.

(b) In the exercise of the powers and obligations of ULLLC hereunder, the Foundation, as ULLLC's sole member, and the Foundation's managers, officers, directors, employees and agents (other than ULLLC) shall not be personally accountable or liable to LSU or the City-Parish (i) for any actions taken or omitted by the Foundation and its trustees, managers, officers, directors, employees, or agents in good faith and believed by it or them to be authorized or within their discretion or rights or powers conferred upon them, or (ii) for any claims based on this ULLLC Ground Lease against any officer, trustee, manager, director, employee or agent of ULLLC or the Foundation in his or her personal capacity, all such liability, if any, being expressly waived by the Parties other than ULLLC and the Foundation by the execution of this ULLLC Ground Lease.

Notwithstanding anything herein to the contrary, the liability of ULLLC hereunder and each obligation of ULLLC hereunder shall be a "general obligation" of ULLLC, and, notwithstanding anything herein to the contrary, the sole and only source of satisfaction of such obligations shall be from the assets of ULLLC and from no other person or entity. LSU shall not seek to obtain recourse from any person or entity that owns the membership interest in or controls ULLLC, including without limitation, the Foundation, or from any assets of the Foundation; recourse being limited solely to the assets of ULLLC. The Foundation shall have no obligation to contribute funds to ULLLC to pay any costs, expenses, obligations or liabilities of ULLLC hereunder. The provisions contained in the preceding sentences are not intended to and will not limit any right that LSU might otherwise have to obtain injunctive relief against ULLLC or relief in any suit or action in connection with enforcement or collection of amounts that may become owing or payable under or on account of insurance maintained by ULLLC.

[signature pages follow]

[Signature Page to ULLLC Ground Lease]

IN WITNESS WHEREOF, the Lessor has caused this ULLLC Ground Lease to be executed and delivered by its duly authorized representative on the day, month and year set forth below his/her signature, to be effective _____, 2020.

**BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL
COLLEGE**

By: _____

Name: Thomas C. Galligan, Jr.

Title: Interim President,
Louisiana State University

Date: _____

[Signature Page to ULLLC Ground Lease]

IN WITNESS WHEREOF, the Lessee has caused this ULLLC Ground Lease to be executed and delivered by its duly authorized representative on the day, month and year set forth below his/her signature, to be effective _____, 2020.

UNIVERSITY LAKES LLC

By: _____

Name: Robert M. Stuart III

Title: Executive Director

Date: _____

DESCRIPTION OF SITE

COPY OF MASTER PLAN

COPY OF MEMORANDUM OF UNDERSTANDING

EXHIBIT D

FORM OF MEMORANDUM OF LEASE

STATE OF LOUISIANA *
* KNOW ALL MEN BY THESE PRESENTS:
PARISH OF EAST BATON ROUGE *

This Memorandum of Lease (this "*Memorandum*") is entered into by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("*Lessor*") and University Lakes LLC ("*Lessee*").

RECITALS

A. Lessor and Lessee have entered into a Ground Lease and Sublease Agreement dated effective _____, 2020 (the "*Lease*"), whereby Lessor leases and/or subleases to Lessee, and Lessee leases from Lessor, the real property more particularly described on **Exhibit A** attached hereto and incorporated herein (the "Site").

B. Lessor and Lessee desire to enter into 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 on the Effective Date (_____, 2020) and ends on the date on which the Project (as defined in the Lease) is deemed to be completed and the ownership of the Improvements to be Conveyed (as defined in the Lease) is conveyed by University Lakes LLC to the City-Parish and LSU, as applicable (the "*Expiration Date*"). The Term may be extended by written agreement of the parties to the Lease upon terms and conditions mutually agreeable thereto, subject to securing any approvals required by the terms of the Lease or by Applicable Law; provided, however, the aggregate Term of the Lease shall not exceed ninety-nine (99) years.
2. Any third party entering into a contract with Lessee or its sublessees, successors or assigns for construction of improvements on the Site, or any other party claiming under said third party, is hereby on notice that Lessor shall not have any liability for satisfaction of any claims of any nature in any way arising out of such contracts.
3. Additional information concerning the provisions of the Lease can be obtained from the parties at the following addresses:

Lessor: Board of Supervisors of Louisiana State University
and Agricultural and Mechanical College
330 Thomas Boyd Hall
Baton Rouge, Louisiana 70803
Attention: Executive Vice President for Finance and Administration
and Chief Financial Officer, Louisiana State University

Lessee: University Lakes LLC
c/o LSU Real Estate and Facilities Foundation
3796 Nicholson Drive
Baton Rouge, Louisiana 70802
Telephone: (225) 578-0525
Facsimile: (225) 578-0530
Attention: Executive Director and General Counsel

This Memorandum is executed for the purpose of recordation in the public records of East Baton Rouge 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]

[signature page to Memorandum of Lease]

IN WITNESS WHEREOF, the Lessor has caused this Memorandum of Lease to be executed and delivered by its duly authorized representative on the day, month and year set forth below his/her signature, to be effective _____, 2020.

**BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL
COLLEGE**

By: _____

Name: Thomas C. Galligan, Jr.

Title: Interim President,
Louisiana State University

Date: _____

[signature page to Memorandum of Lease]

IN WITNESS WHEREOF, the Lessee has caused this Memorandum of Lease to be executed and delivered by its duly authorized representative on the day, month and year set forth below his signature, to be effective _____, 2020.

UNIVERSITY LAKES LLC

By: _____
Name: Robert M. Stuart III
Title: Executive Director
Date: _____

EXHIBIT A TO MEMORANDUM OF LEASE
PROPERTY DESCRIPTION

EXHIBIT __

DEFINITIONS

The following terms shall, for purposes of the Agreement, have the following meanings.

"*Affected Party*" shall have the meaning assigned thereto in Section 6.2 of the Agreement.

"*Agreement*" means that certain Cooperative Endeavor Agreement (Baton Rouge Lakes Project Phase I - Due Diligence, Design and Phase I Construction) dated the Effective Date by and among the State, LSU, BREC, the City-Parish, the Foundation and ULLLC.

"*Applicable Law*" means any and all laws, statutes, codes, acts, ordinances, resolutions, orders, judgments, case precedents, decrees, writs, injunctions, rules, regulations, restrictions, permits, plans, authorizations, concessions, investigations, reports, guidelines and requirements or accreditation standards of any Governmental Authority having jurisdiction over any Party, the Site or the Project, including, without limitation, all applicable Environmental Laws, the Americans with Disabilities Act of 1990 and the Occupational Safety and Health Standards of the State and the United States, each as amended; provided, however, that this definition shall not be interpreted as waiving protections granted to any party against future laws impairing the obligations of contracts between the Parties and/or third parties.

"*Appropriation I*" means the appropriation to the Foundation contained in the 2020 Capital Outlay Act in the amount of \$5,000,000 payable from interagency transfers.

"*Baton Rouge Lakes*" shall have the meaning assigned thereto in the Recitals of the Agreement.

"*BRAF*" means Baton Rouge Area Foundation, a Louisiana nonprofit corporation, and its successors and assigns.

"*BREC*" means the Recreation and Parks Commission for East Baton Rouge, a political subdivision of the State, and its successors and assigns.

"*BREC Contribution*" shall have the meaning assigned thereto in Section 3.3 of the Agreement.

"*CDBG CEA*" means the Cooperative Endeavor Agreement dated effective _____, 2020, by and among OCD, BREC, the City-Parish and ULLLC, pursuant to which OCD will provide funding to ULLLC for the Project in the amount of \$5,000,000 under the terms and conditions set forth therein.

"*Certificate of Final Completion*" means a certificate delivered by the appropriate Designer to the effect that the Project Phase I, or any particular portion thereof, is Finally Complete.

"**City-Parish**" means the City of Baton Rouge and Parish of East Baton Rouge, a political subdivision of the State, and its successors and assigns.

"**City-Parish Contribution**" shall have the meaning assigned thereto in Section 3.4 of the Agreement.

"**City-Parish Lakes**" shall have the meaning assigned thereto in the Recitals of the Agreement.

"**Construct**," "**Constructed**," or "**Construction**" means to Develop, improve, renovate, expand, install, construct, demolish, renew, restore, or perform any other work of similar nature in connection with locating, relocating, placing, replacing, restoring, and installing the improvements, equipment, or furnishings comprising the Project Phase I.

"**Construction Budget**" means the budget prepared by the Project Advisor and the General Contractor for Construction of the Project Phase I.

"**Construction Contract**," with respect to the Project Phase I, means the [****describe general construction contract****] between ULLLC and the General Contractor and any other Construction agreement between the ULLLC and a Contractor related to the construction of the Project Phase I.

"**Construction Schedule**" means the schedule developed by the General Contractor for Construction of Project Phase I.

"**Contractor(s)**" means any of the General Contractor, Subcontractors and sub-subcontractors providing work, labor, equipment or materials for the Project Phase I, each of whom shall be appropriately licensed.

"**Contributions**" means, collectively, the State Contribution, the LSU Contribution, the BREC Contribution, the City-Parish Contribution, the Foundation Contribution and the ULLLC Contribution.

"**Costs of the Project**" means, with respect to the Project Phase I, those costs and expenses in connection with the Due Diligence, Development, Design, acquisition, demolition, Construction, furnishing, and equipping thereof, including, but not limited to, the following:

- (a) (i) the cost of the Due Diligence and Design and preparation of Plans and Specifications (including any due diligence, preliminary study or planning thereof or any aspect thereof), (ii) the cost of acquisition and Construction thereof and all Construction, acquisition, and installation expenses required to provide Utilities or other services or facilities and all real or personal properties deemed necessary in connection therewith (including Project Advisor, Development, Design and other supervisory services with respect to any of the foregoing) and (iii) any other costs and expenses relating to the acquisition, construction, and placing in service thereof, including startup costs;

(b) the purchase price of equipment in connection therewith, including all costs incident thereto, payment for labor, services, materials, and supplies used or furnished in Site improvement and in the Construction thereof, including all costs incident thereto, payment for the cost of the Construction, acquisition, and installation of Utilities or other facilities in connection therewith, payment for all real and personal property deemed necessary in connection therewith, payment of consulting and Development fees in connection therewith, and payment for the miscellaneous expenses incidental to any of the foregoing items, including the premium on any surety bond;

(c) the fees or out-of-pocket expenses, if any, of those providing services with respect thereto, including, but not limited to, Project Advisor, Design, Development and other supervisory services;

(d) any other costs and expenses relating to the Project Phase I;

(e) reimbursement to ULLLC for any costs described above paid by it, whether before or after the execution of this Agreement; and

(f) the Project Administrator Fee.

"**CP Ground Lease**" means that certain Ground Lease Agreement dated _____, 2020, between the City-Parish, as lessor, and LSU, as Lessee, as the same may be amended, modified or supplemented from time to time.

"**CP Site**" means the property and improvements leased by the City-Parish to LSU pursuant to the CP Ground Lease, and subleased by LSU to ULLLC pursuant to the ULLLC Ground Lease, as more particularly identified in **Exhibit A** thereto.

"**Design**" means any and all design, planning, architectural and/or engineering activity required in connection with and for the performance of the Project.

"**Designer**" means the designer(s)/engineer(s)/architect(s) selected by the Project Committee to Design all or any portion of the Project and, though expressed singularly, shall be interpreted in both singular and plural forms.

"**Development**" or "**Develop**" means any acts necessary and appropriate by or on behalf of ULLLC to (a) obtain any required land use, zoning, environmental, building, or other approvals and permits for the Design and Construction of the Project Phase I, (b) obtain any required extension of public and private Utilities for the Project Phase I, (c) obtain any required vehicular or pedestrian rights of way and access from or to the Site (including such rights granted herein), and (d) satisfy the legal requirements and insurance requirements in connection with the performance of the of the Project Phase I.

"**Diverse Businesses**" shall have the meaning assigned thereto in Section 3.6(e) of the Agreement.

"**Due Diligence**" means the due diligence performed by or on behalf of ULLLC in connection with the Design and Construction of the Project.

"**Effective Date**" means the effective date of the Agreement, _____, 20__.

"**Environmental Laws**" means all federal, State and local laws and ordinances and common law principles relating to the protection of the environment or the keeping, use, abatement, remediation, disposal, human health or natural resources or the generation, transportation, treatment, storage, disposal, recycling, keeping, use, or disposition of Hazardous Materials, substances, or wastes, presently in effect or adopted after the Effective Date, including, without limitation, all amendments to Environmental Laws and all rules and regulations under any Environmental Laws.

"**Exhibit A**" means Exhibit A - Map of the Baton Rouge Lakes, attached to the Agreement and incorporated therein.

"**Exhibit B**" means Exhibit B - Definitions, attached to the Agreement and incorporated therein.

"**Exhibit C**" means Exhibit C – Copy of Master Plan, attached to the Agreement and incorporated therein.

"**Exhibit D**" means Exhibit B – Copy of MOU, attached to the Agreement and incorporated therein.

"**Force Majeure**" means any circumstances beyond the control of any Party, including, without limitation, acts of God, hurricanes, tornadoes, power outages or lack of power supply due to a casualty, mandatory evacuations, acts of a public enemy, governmental interference, epidemics, pandemics, inability to obtain labor, energy or supplies, riot, civil commotion, strike, lockout or any other unforeseeable event (other than an inability to obtain financing), the occurrence of which would prevent or preclude such Party from fully and completely carrying out the performance of its obligations under this Agreement, other than obligations in respect of the payment of money.

"**Foundation**" means LSU Real Estate and Facilities Foundation, a Louisiana nonprofit corporation, a Tax Exempt Organization and the sole member of ULLLC, and its successors and assigns.

"**Foundation Contribution**" shall have the meaning assigned thereto in Section 3.5 of the Agreement.

"**General Contractor**" means the general contractor selected by the Project Committee to perform all or any portion of the Construction of Project Phase I and, though expressed singularly, shall be interpreted in both singular and plural forms.

"Governmental Authority" means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, parish, district, municipality, city or otherwise) whether now or hereafter in existence.

"Ground Leases" means, collectively, the CP Ground Lease and the ULLLC Ground Lease.

"Improvements to be Conveyed" shall have the meaning assigned thereto in the Recitals of the Agreement.

"Lakes Project Advisor CEA" shall have the meaning assigned thereto in the Recitals of the Agreement.

"Lien(s)" means any lien, encumbrance, or charge levied on account of any mechanic's, laborer's, or materialman's lien, or any security agreement, conditional bill of sale, title retention agreement, chattel mortgage, or other encumbrance.

"LSU" means the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a public constitutional corporation organized and existing under the laws of the State, and its successors and assigns.

"LSU Contribution" shall have the meaning assigned thereto in Section 3.2 of the Agreement.

"LSU Lakes" shall have the meaning assigned thereto in the Recitals of the Agreement.

"LSU Site" means the property and improvements leased by the LSU to ULLLC pursuant to the ULLLC Ground Lease, as more particularly identified in **Exhibit __** thereto.

"Majority" means more than fifty percent (50%).

"Master CEA" shall have the meaning assigned thereto in the Recitals of the Agreement.

"Master Plan" shall have the meaning assigned thereto in the Recitals of the Agreement.

"Mobility Improvements" means those improvements eligible for funding under the MOVEBR Plan.

"MOU" means that certain Memorandum of Understanding for the University Lakes Project dated effective as of December 9, 2019, a copy of which is attached hereto as **Exhibit __**.

"MOVEBR Plan" means the City-Parish's MOVEBR Infrastructure Enhancement & Traffic Mitigation Plan dated July 24, 2018

"Net Proceeds" means, when used with respect to any insurance or condemnation award, with respect to the sale or other disposition of a portion of the Site or the improvements thereon, or with respect to any other recovery on a contractual claim or claim for damage to or for taking of property, means the gross proceeds from the insurance or condemnation award, sale, or other disposition, or recovery remaining after payment of all reasonable expenses (including reasonable attorneys' fees) incurred in the collection of such gross proceeds.

"Party(ies)" means, individually, the State, LSU, BREC, the City-Parish, the Foundation and ULLLC, as applicable, and, collectively, the State, LSU, BREC, the City-Parish, the Foundation and ULLLC.

"Person" means an individual, a trust, an estate or a Governmental Authority, or a partnership, joint venture, corporation, limited liability company, firm or any other legal entity.

"Phase I Construction" shall have the meaning assigned thereto in the Recitals of the Agreement.

"Plans and Specifications" means the plans and specification prepared by the Designer for the Project.

"Project" shall have the meaning assigned thereto in the Recitals of the Agreement.

"Project Advisor" shall have the meaning assigned thereto in the Recitals of the Agreement.

"Project Fund" shall have the meaning assigned thereto in Section 3.6(t) of the Agreement.

"Project Phase I" shall have the meaning assigned thereto in the Recitals of the Agreement.

"Public Party" shall mean any one, or all, of the State, LSU, BREC and the City-Parish.

"Project Administrator" shall mean ULLLC.

"Project Administrator Fee" shall mean a one-time fee payable to ULLLC in the amount of \$ _____.

"Project Committee" means the Project Management Committee established by the MOU.

"Project Documents" means the MOU, the Agreement, the Plans and Specifications, the Construction Contract and any other contracts or agreements relating to the Due Diligence, Design and/or Construction of the Project Phase I.

"Project Personnel" means the Project Advisor, the Designer, the Contractors and their respective officers, employees and agents.

"Site" means, collectively, the CP Site and the LSU Site.

"Stakeholder(s)" shall have the meaning assigned thereto in the Recitals to the Agreement.

"State" means the State of Louisiana, through the Division of Administration, and its successors and assigns.

"State Contribution" shall have the meaning assigned thereto in Section 3.1 of the Agreement.

"Tax Exempt Organization" means (a) a state or local governmental unit, including a public institution of higher learning organized under the laws of the State; or (b) an entity organized under the laws of the United States of America or any state thereof (i) that is an organization described in §501(c)(3) of the Code; (ii) that is exempt from federal income taxes under §501(a) of the Code; and (iii) that is not a "private foundation" within the meaning of §509(a) of the Code.

"Term" shall have the meaning assigned thereto in Section 2.3 of the Agreement.

"Termination Date" means the date occurring one year after the Final Completion Date.

"ULLLC" means University Lakes, LLC, a Louisiana limited liability company the sole member of which is the Foundation, and its successors and assigns.

"ULLLC Contribution" shall have the meaning assigned thereto in Section 3.6 of the Agreement.

"ULLLC Ground Lease" means that certain Ground Lease and Sublease Agreement dated _____, 2020, between LSU, as lessor, and ULLLC, as Lessee, as the same may be amended, modified or supplemented from time to time.

"University Leasing Act" shall have the meaning assigned thereto in the Recitals of the Agreement.

"Work" means the performance of the Construction of the Project Phase I.

"2020 Capital Outlay Act" means Act 2 of the First Extraordinary Session of the 2020 Legislature of the State.

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT

COOPERATIVE ENDEAVOR AGREEMENT
IMPLEMENTING GRANT UNDER THE COMMUNITY DEVELOPMENT
BLOCK GRANT

UNIVERSITY LAKES LLC

CFDA # 14.228
Grant # B-18-DP-22-0001
Year 2018

PO# _____

This Cooperative Endeavor Agreement (“Agreement”) is entered into by and between the UNIVERSITY LAKES LLC, (“Grantee”), THE BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND MECHANICAL AND AGRICULTURAL COLLEGE (“LSU”) and the CITY OF BATON ROUGE- PARISH OF EAST BATON ROUGE (“EBR”) (LSU and EBR collectively referred to as “Property Owners”) and the STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPMENT (“OCD” or “STATE”), each represented herein by their undersigned authorized representatives. Grantee and the OCD may sometimes hereinafter be collectively referred to as the “Parties” and individually as a “Party.”

PREAMBLES

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides, “For a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual”; and

WHEREAS, the OCD, on behalf of the State of Louisiana, administers the State’s CDBG disaster recovery program (the “CDBG Disaster Recovery Program”), which is subject to the Federal statutes and regulations governing CDBG grants, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD; and

WHEREAS, on February 9, 2018, the President signed Public Law 115-123, which included an appropriation of \$28 billion to HUD, of which HUD allocated \$1,213,917,000 of

Community Development Block Grant – Disaster Recovery (“CDBG-DR”) funds to the State of Louisiana for the specific purpose of mitigation activities (“CDBG-DR Mitigation Funds”). Federal and federal requirements for this funding were published in the Federal Register (84 FR 45838 (August 30, 2019); and

WHEREAS, on February 20, 2020, HUD approved Louisiana’s Master Action Plan for the Utilization of CDBG-DR Mitigation Funds (the “Action Plan”) in the amount of \$1,213,917,000 and the Action Plan has an allocation of \$327,757,590 to for state identified projects which implement watershed resilience.; and

WHEREAS, Property Owners each own certain lakes within a chain of lakes located in Baton Rouge, Louisiana which are integral to watershed management in East Baton Rouge Parish which through leases dated _____ (“the Lease Agreement”), they have each leased their respective lake property to Grantee, a non-profit wholly owned subsidiary of the LSU Real Estate and Facilities Foundation (“REFF”), which in turn is a wholly owned subsidiary of LSU Foundation, a non-profit organization authorized by the Louisiana Legislature through Revised Statute 17:3390 to support LSU programs and facilities; and

WHEREAS, the actions and agreements of the OCD and Grantee will address the current and future risks identified in the Mitigation Needs Assessment as defined in 84 FR 45838 (August 30, 2019) and that will result in a public benefit described in detail in this Agreement not disproportionate to the consideration in this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

I. SCOPE OF AGREEMENT

A. Grant Award

Subject to the terms and conditions of this Agreement, the OCD, as administrator of the CDBG Disaster Recovery Program, shall make available to Grantee disaster recovery funds up to the maximum amount of Five million and 00/100 dollars (\$5,000,000.00) (the “Grant Funds”) for the purpose of funding Grantee’s activities as identified in Exhibit A to this Agreement (“The Project”).

B. Implementation of Agreement

Grantee’s rights and obligations under this Agreement are as a grant recipient as set forth in 24 CFR 570.501. Grantee is responsible for complying with said regulations and for implementing the Program in a manner satisfactory to the OCD and HUD and consistent with any applicable guidelines and standards that may be required as a condition of the OCD’s providing the funds, including but not limited to all applicable CDBG Program Administration and Compliance requirements set forth by this Agreement and the Statement of Assurances (attached hereto as Exhibit C) executed by Grantee and made a part hereof. The OCD’s providing of

Grant Funds under this Agreement is specifically conditioned on Grantee's compliance with this provision and all program and CDBG regulations, guidelines and standards. Grantee must comply with all requirements of any applicable award letter(s) unless expressly waived in writing by OCD.

Grantee and Property Owners agree that through the statutory authorization of LSA R.S. 17:3370 and through the Lease Agreement, Grantee has the authority to cause all improvements on the leased property which may be funded under this Agreement, and accordingly shall be the recipient of the Grant Funds under this Agreement and shall be responsible for all compliance relating to the implementation of the Project and administration and expenditure of the Grant Funds. Property Owners agree that the Lease Agreement to Grantee may not be terminated prior to its current term without the express written concurrence of OCD (which shall be in the sole discretion of OCD), and that in the event that the Lease Agreement is terminated prior to its current term the Property Owners will assume the obligations of the Grantee herein with respect to each of their respective leased properties.

Property Owners further agree that as the owners of property acquired with the Grant Funds, with respect to each of their respective leased properties they are responsible for obligations of the Grantee associated with the Project that survive the close-out of the Project, including but not limited to any restrictions on change of use of the property or improvements, access to records associated with the property or improvements or with the Project, and cooperation with state and federal agencies as applicable to the Grantee under this Agreement.

The Parties all agree that at all times that the Lease Agreement is in effect, the current ownership and control of Grantee and REFF remain unchanged unless a change is authorized by OCD in writing, which shall be within the sole discretion of OCD.

In the event that Grantee, in the use of the Grant Funds, has one or more sub-recipients, Grantee is responsible for ensuring that subrecipient's policies and program documents are compliant with all laws, regulations, executive orders and other requirements that apply to the use of the Grant Funds made available through this Agreement.

C. Goals and Objectives

Goals: The goal of the Project is to provide _____

Objectives: The objective of the Project is to _____.

Detailed objectives of the project under this agreement herein can be found in Exhibit A.

D. Statement of Work

1. The Project

See Exhibit A, attached hereto and made a part hereof.

2. The Budget

See Exhibit B, attached hereto and made a part hereof.

The Parties may agree, in writing, to a revision of the Budget or a reallocation of funds between categories within the Budget without the need to amend this Agreement; provided however, that in no case shall any such revisions or reallocations result in exceeding the total amount of the Grant Funds available under the Agreement.

If applicable, all other sources of funding/financing of the Project, if any, must be firmly committed to the Project before the CDBG funds will become available and supporting documentation for the full project funding must be submitted within (12) months of the execution of this agreement.

3. Eligible Expenses

Grantee shall receive and use Grant Funds for Eligible Expenses, as defined herein. "Eligible Expenses" for Grant Funds under this Agreement include those applied to eligible activities, as defined in the current, pending and future applicable Action Plan and Action Plan Amendment(s) (refer to http://www.doa.la.gov/Pages/ocd-dru/Action_Plans.aspx) that are recovery-related, and are otherwise in furtherance of the intent of this Agreement and the goals and objectives as set forth herein, when approved by the OCD in accordance with eligibility rules under CDBG guidelines and subject to limitations established by the OCD, including but not limited to those within 24 CFR 570.482.

4. Citizen Participation Requirements

Grantee shall comply with all HUD and OCD citizen participation requirements and the citizen participation requirements set forth in the Action Plan and all current, pending and future applicable Action Plan Amendment(s) (refer to http://www.doa.la.gov/Pages/ocd-dru/Action_Plans.aspx).

5. Building Code Standards

Grantee shall adopt and/or implement the statewide building code standards in accordance with Act 12 of the 2005 1st Extraordinary Session of the Louisiana Legislature including any later revisions to the relevant statutes.

6. Mitigation Plan

Grantee is responsible for ensuring that the Project considers and/or proposes a mitigation plan to minimize damage in the event of future floods and/or hurricanes.

7. Assurances

Grantee shall be responsible for implementing the Program activities in compliance with all state and federal laws and regulations and all Program requirements, as now in effect and as may be amended from time to time. It shall be Grantee's responsibility to ensure that Grantee or any entity instituting programs in conjunction with this Agreement under the supervision of Grantee require that all of its contractors, and all tiers of their subcontractors, all sub recipients, if applicable, and all beneficiaries, if applicable, adhere to all applicable state and federal laws and regulations and all Program requirements as now in effect and as may be amended from time to time, and to conduct all necessary monitoring for such compliance. As to laws and regulations which apply to the use of CDBG funds, Grantee has prior to the execution of this Agreement executed the Statement of Assurances, attached hereto as Exhibit C, reflecting compliance with those listed laws and regulations, which shall be deemed to be requirements of this Agreement. As to any other laws and regulations which may apply to construction projects, Grantee is responsible for determining the applicable laws and regulations and ensuring compliance therewith.

As between the Parties to this Agreement, Grantee, as the Project administrator, bears sole responsibility for implementing such Project efforts.

Grantee shall be responsible for implementation of all infrastructure improvements in compliance with any applicable federal procurement laws and regulations and CDBG requirements.

8. Cooperation with HUD and the OCD

Grantee hereby binds itself, certifies, and assures that it will comply with all federal, state, and local regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of state and federal funds. The Parties expressly acknowledge that the matters which are the subject of this Agreement are under the CDBG Disaster Recovery Program administered by HUD, which by its emergency nature is subject to ongoing modification and clarifications. The OCD's obligations under this Agreement are subject to compliance with applicable statutes and regulations of the CDBG program, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD. Grantee agrees that in connection with its rights and obligations under the Agreement, it shall cooperate with HUD and the OCD regarding the administration and audit of the Program, including compliance with various operating and reporting procedures which may hereinafter be promulgated by the OCD and/or HUD.

In the event costs are disallowed by any monitoring, audit or oversight of either the State or Federal Government, including the U.S. Department of Housing & Urban Development, the Inspector General of the United States, the Louisiana Legislative Auditor, the Louisiana Inspector General, or any other duly authorized party, the Grantee shall be responsible for remitting these funds to the OCD. Failure to complete the Project described in the Statement of Work may constitute a basis for disallowance of costs.

E. Contract Monitor/Performance Measures

The contract monitor for OCD on this Agreement is the Executive Director of OCD, or designee. The performance measures for this Agreement shall include the successful performance and completion of Grantee's obligations as provided in this Agreement and any attachments, as well as all guidelines for the Program. Grantee shall submit to OCD, on a schedule and dates to be provided by OCD, but not less than every six months, a report of Project progress and beneficiary data in an acceptable format approved by OCD. Grantee is responsible for maintaining Project files and support documentation for the information contained in the reports.

Grantee shall also comply with the provisions of 2 CFR 200 with regard to the monitoring and reporting of Program performance and shall be responsible for providing OCD with any additional Project progress and beneficiary data as required by federal and state law. It shall be the Grantee's obligation to implement any contractual arrangements it may need for use of, and access to, such data.

Reporting requirements may require Grantee to obtain data from third parties (i.e. persons that receive Grant Funds or other beneficiaries of the Program(s), including sub-recipients, and/or borrowers funded under this Agreement, tenants/operators/users of facilities or equipment acquired or improved with funds provided under this Agreement). It shall be the Grantee's obligation to implement any contractual arrangements it may need for use of, and access to, such data.

Grantee will cooperate with OCD regarding Program oversight and evaluation. The Monitoring Plan to be used by Grantee, must satisfy CDBG program requirements and must be acceptable to OCD.

F. Deliverables (Due Dates to be agreed upon by the Parties)

Quarterly progress reports including, but not limited to:

- Cost/Financial reports
- The events and activities funded by this Program

OCD may require additional and/or more frequently provided information from Grantee if that is determined by OCD to be required.

G. Duplication of Benefits

In the event that alternate sources are or become available to Grantee for funding which the OCD is providing under this Agreement, including but not limited to

insurance proceeds, FEMA funding of costs covered under this Agreement, or other sources, Grantee agrees to pursue recovery and/or funding through such sources with due diligence and, to the extent of recovery of such alternate sources, reimburse the OCD for the funding under this Agreement.

If funding from alternate sources becomes available to Grantee which the OCD agrees applies to both Eligible Expenses and expenses that are not eligible under this Agreement, Grantee may apply such funds first, to expenses that are not eligible under this Agreement, and second, to Eligible Expenses that are in excess of amounts paid under this Agreement.

II. PAYMENT PROCESS

- A.** Grantee shall submit draw requests for payment of Eligible Expenses payable under this Agreement to the Executive Director of OCD, or designee, for approval.

Payment to Grantee will be made on a cost reimbursement basis for actual services rendered under the Program and limited to those amounts which are deemed eligible and reasonable. Grantee shall be required by the OCD to submit with each draw request documentation regarding each service for which payment is being sought.

Following review and approval of the draw requests by the Executive Director of OCD, or designee, approved draw requests shall be submitted to OCD Finance Manager, or her designee, for approval of payment. Draw requests not approved by the Executive Director of OCD or the OCD Finance Manager, or their respective designees, shall not be paid, but returned to Grantee for further processing.

- B.** Upon approval of payment by the OCD as provided for above, payment of Eligible Expenses shall be provided to Grantee via electronic funds transfer.
- C.** Grant Funds shall not be drawn in advance.
- D.** If an award letter has been issued regarding Grant Funds, only costs consistent with the terms of the award letter will be allowed, unless expressly waived in writing by OCD.
- E.** Eligible travel costs shall be reimbursed in accordance with PPM 49 in effect at the time the expense was incurred, if provided for in the Budget.
- F.** In the event of non-compliance with this Agreement, the OCD may withhold payment to the Grantee until OCD deems the Grantee has brought the Program within compliance. Noncompliance on any aspect funded under this Agreement may serve as a basis to withhold payment on funds for other projects funded under this Agreement.

III. TERM OF AGREEMENT; TERMINATION OR SUSPENSION OF AGREEMENT

A. Term of Agreement

The term of this Agreement, subject to all requisite consents and approvals as provided herein, shall commence _____, 2020 and terminate _____, 2022 unless terminated prior to such time in accordance with the terms and conditions of this Agreement.

It is expressly understood that projects or services commenced and/or completed prior to the beginning date of this Agreement are eligible for funding if allowed under the terms of this Agreement and applicable HUD regulations and guidelines.

B. Termination/Suspension for Cause

The OCD may, after giving reasonable written notice specifying the effective date, suspend or terminate this Agreement in whole or in part if the Grantee materially fails to comply with any term of this Agreement, which shall include, but not be limited, to the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may be applicable at any time;
2. Failure, for any reason, of Grantee to fulfill in a timely and proper manner the obligations under this Agreement;
3. Submission by Grantee of reports to the OCD, HUD, or either of their auditors, reports that are incorrect or incomplete in any material respect, provided Grantee is given notice of said failure and fails to correct the same within a reasonable amount of time; or
4. Ineffective or improper use of funds as provided for under this Agreement.

If, through any cause, Grantee shall otherwise fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the OCD shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination.

C. Termination for Convenience

The OCD may terminate the Agreement in whole or in part at any time by giving at least thirty (30) days prior written notice to Grantee. Grantee shall be entitled to payment on requests submitted up to the date of termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed and otherwise reimbursable under the terms of this Agreement.

D. Termination Due to Unavailable Funding

The continuation of this Agreement is contingent upon the appropriation and release of sufficient funds to the OCD to fulfill the requirements of this Agreement. Failure of the appropriate authorities to approve and provide an adequate budget to the OCD for fulfillment of the Agreement terms shall constitute reason for termination of the Agreement by either Party. Grantee shall be paid for all authorized services properly performed prior to termination.

E. Obligations Governing Use of CDBG Funds Survive Termination

Termination of this Agreement under any of the foregoing provisions shall not alter or diminish Grantee's obligations governing the use of CDBG funds under applicable statutes and regulations or under this Agreement and/or terminate any of Grantee's obligations that survive the termination of this Agreement. Such obligations and/or duties may include but are not limited to the following: (1) duty to maintain and provide access to records; (2) duty to monitor and report on the use of any funds expended or awarded to Grantee in compliance with all terms, conditions and regulations herein; (3) the duty to enforce compliance with terms of grants or loans issued by Grantee under this Agreement; (4) the duty to monitor, collect and remit program income, if applicable, and (5) the obligation to return funds expended in contravention of applicable statutes, regulations and the terms of this Agreement. This provision shall not limit or diminish any other obligation that by its nature survives termination of the Agreement (i.e. indemnification, etc.).

F. Payment Upon Termination

Except as in the event of termination or suspension for cause, Grantee shall be entitled to payment on invoices submitted to the OCD no later than ninety (90) days from the date of termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed during the term of the Agreement and otherwise reimbursable under the terms of this Agreement.

IV. ADMINISTRATIVE REQUIREMENTS

A. General Administrative Requirements

Grantee shall comply with 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards", as modified by 24 CFR 570.502(a), "Applicability of uniform administrative requirements."

B. Financial Management

Grantee shall administer its Project in conformance with 2 CFR 200. Grantee also agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. These principles and procedures shall be applied for all costs incurred.

C. Documentation and Record-Keeping

1. Records to be Maintained

Grantee shall maintain all records required by 24 CFR 570.506, "Records to be maintained," that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

- a.** Records providing a full description of each activity taken;
- b.** Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c.** Records required to determine the eligibility of services;
- d.** Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e.** Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f.** Financial records as required by 2 CFR 200 and 24 CFR 570.506(h);
- g.** Personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the OCD to assure proper accounting for all project funds; and
- h.** Other records necessary to document compliance with 24 CFR Part 570.604, regarding environmental requirements.

2. Retention of Records

Grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after closeout of OCD's federal grant providing the Grant Funds. Grantee will be notified of that closeout date by OCD.

3. Access to Records

The OCD, the Division of Administration ("DOA"), the State Legislative Auditor, HUD, the Comptroller General of the United States, the Office of Inspector General, and any of their duly authorized representatives or agents, shall have access to any books, documents, papers and records of Grantee which are directly pertinent to this Agreement for the purpose of audits, examinations, and making excerpts and transcriptions.

Grantee shall provide citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable state and local laws regarding privacy and obligations of confidentiality.

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by Grantee, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein shall become the property of the OCD, and shall, upon request, be returned by Grantee to the OCD at termination or expiration of this Agreement. Costs incurred by Grantee to compile and transfer information for return to the OCD shall be billed on a time and materials basis, subject to the maximum amount of this Agreement.

4. Close-outs

Grantee's obligation under this Agreement shall not end until all close-out requirements as set forth in 24 CFR 570.509, "Grant closeout procedures," are completed. The terms of this Agreement shall remain in effect during any period that Grantee has control over CDBG funds, including program income.

5. Audits & Inspections

It is hereby agreed that the OCD, the DOA, the Legislative Auditor of the State of Louisiana, HUD, Office of Inspector General, HUD monitors, and auditors contracted by any of them shall have the option of auditing all records and accounts of Grantee and/or its contractors and sub-recipients that relate to this Agreement at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data upon providing Grantee, contractor or sub-recipient, as appropriate, with reasonable advance notice. Grantee and its contractors and sub-recipients shall comply with all relevant provisions of state law pertaining to audit requirements, including LA R.S. § 24:513 et seq. Any deficiencies noted in audit reports must be fully cleared within thirty (30) days after receipt by Grantee, contractor and/or sub-recipient, as appropriate.

Failure of Grantee and/or its contractors and sub-recipients to comply with the above audit requirements will constitute a violation of this Agreement and may, at the OCD's option, result in the withholding of future payments and/or return of funds paid under this Agreement. Grantee and its contractors hereby agree to have an annual audit conducted in accordance with current State policy concerning Grantee and its contractor's audits, and 2 CFR 200.

A quasi-public agency or body as defined in LA R.S. 24:513A(1)(b) shall comply with the provisions of LA R.S. 24:513.H(2)(a) by designating an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.

D. Procurement

Grantee shall comply with the current OCD policy and the requirements of 2 CFR 200 regarding procurement. This requirement is in addition to whatever state and local laws may apply to procurement by Grantee. It is agreed by the Parties that notwithstanding any specialized procurement rules which may apply under state law to Grantee, Grantee shall, for the purposes of expenditures to be paid or reimbursed under this Agreement, comply with all applicable federal and state procurement statutes and regulations.

V. HUD/CDBG COMPLIANCE PROVISIONS

A. General Compliance

Grantee agrees to comply with the requirements of Title 2 of the Code of Federal Regulations, Part 200 (Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards), except that (1) Grantee does not assume the OCD's environmental responsibilities described in 24 CFR 570.604 and (2) Grantee does not assume the OCD's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations and policies governing the funds available under this Agreement to supplement rather than supplant funds otherwise available.

Grantee shall comply with and shall be responsible for insuring compliance of all of its construction contracts with any applicable mandatory contract language, including but not limited to:

1. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3);
2. Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5);
3. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401 et seq (1970)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15);
4. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871);
5. Compliance with applicable uniform administrative requirements described in 24 CFR 570.502; and

6. Certification by Grantee's contractors, and each tier of subcontractors, that such contractors and subcontractors are not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR part 2424, and
7. Compliance with "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities", described in 24 CFR part 58.

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

B. Discrimination and Compliance Provisions

Grantee and its contractors agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246, as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; Section 109 of the Housing and Community Development Act of 1974; and the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 *et seq.*; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

Grantee and its contractors agree not to discriminate unlawfully in its employment practices, and will perform its obligations under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, age or disabilities.

Any act of unlawful discrimination committed by Grantee or its contractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

C. Covenant Against Contingent Fees and Conflicts of Interest and Louisiana Code of Government Ethics

Grantee shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the OCD shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of Grantee, or agents, consultant, member of the governing body of Grantee or the locality in which the Project is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity or benefit, which is part of this Agreement.

Grantee shall also comply with the current Louisiana Code of Governmental Ethics, as applicable. Grantee acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to Grantee in the performance of services called for in this Agreement. Grantee agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

D. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

The work to be performed under this Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

Grantee agrees to send to each labor organization or representative of workers with which Grantee has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Grantee's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

Grantee agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. Grantee will not subcontract with any subcontractor where Grantee

has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

Grantee will certify that any vacant employment positions, including training positions, that are filled (1) after Grantee is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent Grantee's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

E. Program Income

1. Recording Program Income

Grantee shall submit a quarterly report to the OCD detailing receipt of program income, which is defined in 24 CFR 570.500(a).

2. Remittance of Program Income

All program income shall be remitted to the OCD pursuant to a schedule provided by the OCD.

F. Use and Reversion of Assets

The use and disposition of immovable property, equipment and remaining Grant Funds under this Agreement shall be in compliance with all CDBG regulations, which include but are not limited to the following:

1. Grantee shall transfer to the OCD any Grant Funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Immovable property under Grantee's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives set forth in 24 CFR 570.208 until five (5) years after expiration of this Agreement (or such longer period as the OCD deems appropriate). If Grantee fails to use such immovable property in a manner that meets a CDBG National Objective for the prescribed period of time, Grantee shall pay to the OCD an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. Such payments shall constitute program income to the OCD. Grantee may retain real property acquired or improved under this Agreement after the expiration of the five-year period, or such longer period as the OCD deems appropriate.
3. In all cases in which equipment acquired, in whole or in part, with Grant Funds is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by Grantee for activities under this Agreement shall be (a) transferred to the OCD for the CDBG program or (b) retained by Grantee after compensating the OCD an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

If Grantee is not the owner of the immovable property being acquired or improved, in whole or in part, with the Grant Funds, Grantee shall acquire sufficient interest and site control over the property to allow the use of CDBG funds for improvement of a non-owned property, within the timeframe mandated by any applicable award letter or within any timeframe established by OCD before or during this Agreement. Grantee shall submit the terms of such interest to OCD to confirm that the interests are sufficient. The interests shall be through a written agreement via authentic act with the owner of the immovable property acknowledging and consenting to the use restrictions required by 24 CFR 570.505 and as contained in this Agreement and agreeing that the property shall be bound by such use restrictions. In addition, if immovable property being acquired or improved, in whole or in part, with the Grant Funds is leased or subleased by Grantee to a third party, Grantee shall contractually insure that the lessee/subleasee is bound by the use restrictions contained in 24 CFR 570.505 and as contained in this Agreement.

VI. GENERAL CONDITIONS

A. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Grantee shall at all times remain an "independent contractor" with

respect to the services to be performed under this Agreement. The OCD shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as Grantee is an independent contractor.

B. Hold Harmless/Indemnity Contractors/Subcontractors

Grantee shall hold harmless, defend and indemnify the OCD from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

To the extent that Grantee is permitted to and utilizes the services of any third parties in performance of Grantee's duties and obligations under this Agreement, any contract entered into shall contain a provision that the contractor and/or subcontractor shall hold Grantee and OCD harmless, defend and indemnify OCD from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the contractor's and/or subcontractor's performance or nonperformance of services.

C. Workers' Compensation

Grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement, unless exempt by law.

D. Insurance & Bonding

Unless expressly waived in writing by OCD, the Grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond, or equivalent insurance acceptable to the OCD, covering all employees in an amount equal to cash advances from the OCD.

E. OCD Recognition

Grantee shall insure recognition of the role of the OCD and the U.S. Department of Housing and Urban Development in providing services through this Agreement. All activities, facilities and items used pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

F. Public Communications

OCD and Grantee shall coordinate all public communications regarding activities within the Project funded under this Agreement.

G. Amendments

The OCD or Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the OCD and the Office of State Procurement and/or the Louisiana Commissioner of Administration. Amendments hereto shall not invalidate this Agreement, nor relieve or release the OCD or Grantee from its obligations under this Agreement.

The OCD may require a written amendment to this Agreement to conform the Agreement to federal, state and local governmental laws, regulations, executive orders, guidelines, policies and available funding amounts. Failure of Grantee to execute the written amendment required by the OCD may constitute, at the OCD's discretion, a basis for termination of this Agreement for cause.

H. No Assignment

No Party may transfer or assign this Agreement or transfer or assign any of its rights or assign any of its duties hereunder without the express written consent of the other Party. However, if the parties do mutually agree to an assignment, all rights and obligation set forth herein shall inure to the benefit of the parties and to their respective successors and assigns.

I. Severability

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

J. Entire Agreement

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

K. No Authorship Presumptions

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. Each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to

any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any Person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

L. Applicable Law, Venue and Controversies

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Agreement. Any claim or controversy arising out of this Agreement shall be resolved under the process set forth in La. Revised State 39:1672.2-1672.4. Exclusive venue and jurisdiction shall be vested in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

M. Delay or Omission

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

N. Contract Approvals

Neither party shall be obligated under this Agreement until the approval of this Agreement by the State of Louisiana Office of State Procurement-Professional Contracts and/or the Commissioner of Administration.

O. Taxes

Grantee is responsible for payment of all applicable taxes from the funds to be received under this Agreement. Grantee's federal tax identification number is _____, DUNS Number _____.

P. Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such

communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

To the OCD:

Patrick W. Forbes
Executive Director
Disaster Recovery Unit
State of Louisiana
Division of Administration
Office of Community Development
P.O. Box 94095
Baton Rouge, Louisiana 70804-9095
Facsimile: 225-342-1947

To Grantee:

Name
Title
University Lakes, LLC
Building 718 E Street
Pineville, Louisiana 71360
Phone: 318-641-5396
Facsimile: 318-290-5048

To LSU:

To EBR:

Q. No Third Party Beneficiary

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement. This provision shall not limit any obligation which either party has to HUD in connection with the use of CDBG funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

R. Prohibited Activity

Grantee shall be prohibited from using, and shall be responsible for its sub-contractors being prohibited from using, the funds provided herein or personnel employed in the administration of the Project for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. Grantee will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

S. Safety

Grantee shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of his performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR Part 1925, shall be observed and Grantee shall take or cause to be taken such additional safety and health measures as Grantee may determine to be reasonably necessary.

T. Fund Use

Grantee agrees not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

Grantee and all of its sub-contractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Grantee and each of its sub-contractors shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

U. Subcontractors

Grantee may, with prior written permission from the OCD, enter into subcontracts with third parties (“Subcontractors”) for the performance of any part of Grantee’s duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Grantee to the OCD for any breach in the performance of Grantee's duties. Subcontractors’ agreements must meet all contracting, indemnity, insurance and regulatory compliance requirements. The parties hereby agree that any non-compete agreement or similar agreement with any Subcontractors seeking to restrain the ability of the Subcontractors to perform any services for the OCD shall be deemed unenforceable, null and void, to the extent of such non-compete provision, but without invalidating the remaining provisions of the contract with the Subcontractor.

Subcontracts shall not include language which restricts the Grantee’s obligation to pay for services performed or materials provided under a subcontract to when the Grantee has been paid under this Agreement, except for circumstances where the reason for the lack of payment to the Grantee is due to deficient performance or lack of performance by the particular subcontractor from which the Grantee seeks to withhold payment. In the event a subcontract contains such language in contravention of this requirement, Grantee shall not enforce such language.

V. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Grantee for copyright purposes. Any such material produced as a result of this Agreement that might be subject to copyright is the property of and all rights shall belong to the OCD.

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by Grantee, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein shall become the property of the OCD, and shall, upon request, be returned by Grantee to the OCD at termination or expiration of this Agreement. Cost incurred by Grantee to compile and transfer information for return to the OCD shall be billed on a time and materials basis, subject to the maximum amount of this Agreement. Software and other materials owned by Grantee prior to the date of this Agreement and not related to this Agreement shall be and remain the property of Grantee.

The OCD will provide specific project information to Grantee necessary to complete the services described herein. All records, reports, documents and other material delivered or transmitted to Grantee by the OCD shall remain the property of the OCD and shall be returned by Grantee to the OCD, upon request, at termination, expiration or suspension of this Agreement.

W. Drug Free Workplace Compliance

Grantee hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended and with 24 CFR part 21. Further, in any contracts executed by and between Grantee and any third parties funded using Grant Funds under this Agreement there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in accordance with 48 FAR 23.500, et seq.

X. Provision Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the applicable of either Party the contract shall forthwith be amended to make such insertion or correction.

Y. Counterparts

This Agreement may be executed in multiple counterparts with each separate counterpart consisting of a valid and binding conveyance. Each of the undersigned agrees that their respective signature pages and acknowledgments may be removed from their respective counterpart and attached to a single original of this instrument.

(Balance of this page left blank intentionally.)

The Parties and Property Owners have executed and delivered this Agreement on the date set forth next to their respective signatures below, but effective as of the date set forth above.

OFFICE OF COMMUNITY DEVELOPMENT

Signed: _____

Name: _____

Title: _____

Date: _____

DIVISION OF ADMINISTRATION

Signed: _____

Name: Desiree Honoré Thomas

Title: Assistant Commissioner, DOA

Date: _____

GRANTEE

Signed _____

Name: _____

Title: _____

Date: _____

LSU

Signed _____

Name: _____

Title: _____

Date: _____

EBR

Signed _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
STATEMENT OF WORK

Project will consist of construction of

EXHIBIT B
BUDGET

Public Facilities.	\$9,850,000
Project Delivery.	\$ 50,000
Total.	\$9,900,000

The Parties may agree, in writing, to a revision of the Budget or a reallocation of funds between categories within the Budget without the need to amend this Agreement; provided however, that in no case shall any such revisions or reallocations exceed the total allocation under the Agreement.

EXHIBIT C

GRANTEE STATEMENT OF ASSURANCES AND CERTIFICATIONS

This Applicant/Grantee/Subrecipient hereby assures and certifies that:

1. It will comply with all applicable provisions contained in 78 F.R. 43, 78 F.R. 76, and 78 F.R. 103, and any future applicable Federal Register Notices (collectively the “Notice”).
2. It possesses legal authority to apply for a Community Development Block Grant (“CDBG”) and to execute the proposed CDBG program, in accordance with applicable HUD regulations and the Notice.
3. Its governing body has duly adopted, or passed as an official act, a resolution, motion, or similar action authorizing the filing of the CDBG application and directing and authorizing the person identified as the official representative of the Applicant/Grantee/Subrecipient to act in connection with the application, sign all understandings and assurances contained therein, and to provide such additional information as may be required. It has facilitated citizen participation by providing adequate notices containing the information specified in the program instructions and by providing citizens an opportunity to review and submit comments on the proposed application.

Grantee certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 570.486, 24 CFR 91.105 or 91.115, as applicable (except as provided for in notices providing waivers and alternative requirements for this grant).

4. Its chief executive officer, or other officer or representative of Applicant/Grantee/Subrecipient approved by the State:
 - a. Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (42 U.S.C.A. §4331, et seq.) insofar as the provisions of such Act apply to the proposed CDBG Program; and
 - b. Is authorized and consents, on behalf of the Applicant/Grantee/Subrecipient and himself, to submit to the jurisdiction of the federal courts for the purpose of enforcement of Applicant/Grantee/Subrecipient’s responsibilities and his or her responsibilities as an official.
5. It will develop the CDBG program and use CDBG funds so as to give maximum feasible priority to the following activities, as necessary for establishing eligibility under the applicable funding source, (1) activities that will benefit low and moderate income families, (2) activities that aid in the prevention or elimination of slums or blight, (3) activities that meet other community development needs having a particular urgency, or (4) activities that address the current and future risks identified in the Applicant/Grantee/Subrecipient’s Mitigation Needs Assessment as defined in 84 FR 45838 (August 30, 2019).
6. It will comply with the following applicable federal grant management regulations, policies, guidelines, and/or requirements as they relate to the application, acceptance, and use of federal funds: 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards).

7. It will administer and enforce the labor standards requirements set forth in 24 CFR §570.603 and any other regulations issued to implement such requirements.
8. It will comply with the provisions of Executive Order 11988, as amended by Executive Order 12148, relating to evaluation of flood hazards, and Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control and abatement of water pollution.
9. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided to Applicant/Grantee/Subrecipient to comply with any accessibility requirements, as required by Title III of the Americans with Disabilities Act of 1990 (42 U.S.C.A. § 12101 et seq.). The Applicant/Grantee/Subrecipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
10. It will comply with:
 - a. Title VI of the Civil Rights Acts of 1964, 42 U.S.C. §2000d et seq., as amended, and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant/Grantee/Subrecipient receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant/Grantee/Subrecipient, this assurance shall obligate the Applicant/Grantee/Subrecipient, or in the case of any transfer of such property, any transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.
 - b. Section 104 (b) (2) of Title I of the Housing and Community Development Act of 1974 (HCDA, 42 U.S.C. §5304.), as amended, which requires administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Section 804 of Title VIII of the Civil Rights Act of 1968 (FHA 42 U.S.C. 3604) further prohibits discrimination against any person in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.
 - c. Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §5309), and the regulations issued pursuant thereto (24 CFR Part §570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under that Part. Section 109 further prohibits discrimination to an otherwise qualified individual with a handicap, as provided under Section 504 of the Rehabilitation Act of 1973, as amended, and prohibits discrimination based on age as provided under the Age Discrimination Act of 1975. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

- d. Executive Order 11063, as amended by Executive Order 12259, and the regulations issued pursuant thereto, which pertains to equal opportunity in housing and non-discrimination in the sale or rental of housing built with federal assistance.
 - e. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Further, contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.
 - f. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which provides that no otherwise qualified individual shall, solely, by reason of his or her handicap be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.
11. The work to be performed by Grantee is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

Grantee agrees to comply with HUD's regulations in 24 CFR part 135, which implement section 3. Grantee also certifies that they are under no contractual or other impediment that would prevent it from complying with the part 135 regulations.

Grantee agrees to send to each labor organization or representative of workers with which the Grantee has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Grantee's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

Grantee agrees to include this section 3 clause in every subrecipient agreement and contract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of such contract or in this section 3 clause, upon a finding that the subrecipient or contractor is in violation of the regulations in 24 CFR part 135. Grantee will not contract with any subrecipient or contractor where the contractor has notice or knowledge that the subrecipient or contractor has been found in violation of the regulations in 24 CFR part 135.

The Grantee will certify that any vacant employment positions, including training positions, that are filled (1) after the Grantee is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Grantee's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

12. It will minimize displacement of persons as a result of activities assisted with CDBG funds.

In addition, it will:

- a. Administer its programs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970, as amended (49 CFR Part 24) and Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR Part 570.496(a), modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD.
- b. Comply with Title II (Uniform Relocation Assistance) and Sections 301-304 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Chapter 61), and HUD implementing instructions at 24 CFR Part 42 and 24 CFR §570.606; and
- c. Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and
- d. Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of acquisition of real property for an activity assisted under the CDBG Program. Such payments and assistance shall be provided in a fair, consistent and equitable manner that ensures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex or source of income; and
- e. Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and

- f. Assure that if displacement is precipitated by CDBG funded activities that require the acquisition (either in whole or in part) of real property, all appropriate benefits required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq., Pub. L. 91-646) and amendments thereto shall be provided to the displaced person(s). Persons displaced by rehabilitation of “Non-Uniform Act” acquisition financed (in whole or in part) with CDBG funds shall be provided relocation assistance in accordance with one of the following: (1) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as required under 24 CFR Section 570.606 (a) and HUD implementing regulations at 24 CFR Part 42; (2) the requirements in 24 CFR Section 570.606 (b) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104 (d) of the Housing and Community Development Act of 1974; (3) the relocation requirements of Section 104 (k) of the Act; (4) the relocation requirements of 24 CFR Section 570.606 (d) governing optional relocation assistance under Section 105 (a) (11) of the Act; and (5) the provisions of 24 CFR Part 511.10 (h) (2) (iii) rental Rehabilitation Program.
 - g. It has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.
13. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties, in accordance with CDBG regulations.
 14. It will comply with the provisions of the Hatch Act that limit the political activity of employees and the HUD regulations governing political activity at 24 CFR §570.207.
 15. It will give the State and HUD, and any of their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the grant.
 16. It will ensure that the facilities under Applicant/Grantee/Subrecipient’s ownership, lease or supervision utilized in the accomplishment of the CDBG Program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify HUD of the receipt of any communication from the EPA Office of Federal Activities indicating that a facility to be used in the CDBG Program is being considered for listing by the EPA as a violating facility.
 17. With regard to environmental impact, it will comply with the National Environmental Policy Act of 1969 (42 U.S.C. §4321-4347), and Section 104(h) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304).
 18. It will comply with the National Historic Preservation Act of 1966 (Title 54 of the United States Code.), as amended, Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (Title 54 of the United States Code), as amended, by:

- a. Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800) by the proposed activity; and
 - b. Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
19. It will comply with the provisions in 24 CFR §570.200(c) regarding special assessments to recover capital costs.

In accordance with the Notice, it will not attempt to recover any capital costs of public improvements assisted with Grant Funds, by assessing any amount against properties owned and occupied by persons of low and moderate incomes, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (a) disaster recover grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, Grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (a).

20. It will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent Civil Rights demonstrations and will enforce applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
21. It certifies that no federally appropriated funds will be used for any lobbying purposes regardless of the level of government and that it is in compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by part 87.
22. It will abide by and enforce the conflict of interest requirement set forth in 24 CFR §570.489(h).
No person who exercises or has exercised any functions or responsibilities with CDBG-DR activities shall obtain a financial interest or benefit from any CDBG-DR project or program.
23. It will comply with HUD rules prohibiting the use of CDBG funds for inherently religious activities, as set forth in 24 CFR §570.200(j).
24. Activities involving new building construction, alterations, or rehabilitation will comply with the Louisiana State Building Code and all applicable locally adopted building codes, standards, and ordinances.
25. In relation to labor standards, it will comply with:
 - a. Section 110 of the Housing and Community Development Act of 1974, as amended and as set forth in 24 CFR §570.603.
 - b. Davis-Bacon Act, as amended (40 U.S.C. §3141 et seq.).

- c. Contract Work Hours and Safety Standards Act (40 U.S.C. §3701 et seq.).
- d. Federal Fair Labor Standards Act (29 U.S.C. §201 et seq.)

26. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. §4001 et seq., which requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of HUD as an area having special flood hazards. The phrase “federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal funding. It will comply with 42 USC § 4012a, which requires that if the federal financial assistance is provided in the form of a loan or an insurance or guaranty of a loan, the amount of flood insurance required need not exceed the outstanding principal balance of the loan and need not be required beyond the term of the loan. If the federal financial assistance is in the form of a grant, the requirement of maintaining flood insurance on any dwelling on any part of the property in an amount equal to the lesser of 1) the value of the property less land costs or 2) the maximum amount of flood insurance available under the National Flood Insurance Program to the extent coverage can be obtained under the National Flood Insurance Program, shall apply during the life of the property, regardless of transfer of ownership of such property.

It will comply with all applicable flood insurance requirements contained in the Notice, which includes, but not limited to, compliance with 42 USCA § 4012a and 42 USCA § 5154a. Grantee, its recipients, and its sub-recipients must implement procedures and mechanisms to ensure that assisted property owners comply with all flood insurance requirements, including purchase and notification requirements described in the herein referenced federal statutes, prior to providing assistance. HUD does not prohibit the use of CDBG-DR funds for existing residential buildings in the Special Flood Hazard Area (SFHA) or “100-year” floodplain. However, Federal laws and regulations related to both flood insurance and floodplain management must be followed, as applicable. With respect to flood insurance, a HUD-assisted homeowner for a property located in a SFHA must obtain and maintain flood insurance in the amount and duration prescribed by FEMA’s National Flood Insurance Program. Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C.A. § 4012a) mandates the purchase of flood insurance protection for any HUD-assisted property within the SFHA.

- 27. It will comply with the Farmland Protection Policy Act, 7 U.S.C.A. §4201 et seq., which requires recipients of federal assistance to minimize the extent to which their projects contribute to the unnecessary and irreversible commitment of farmland to nonagricultural uses.
- 28. It will comply with Sections 1012 and 1013 of Title X of the Housing and Community Development Act of 1992 (Public Law 102–550, as amended). The regulation appears within Title 24 of the Code of Federal Regulations as part 35 (codified in 24 CFR 35). The purpose of this regulation is to protect young children from lead-based paint hazards in housing that is financially assisted by the Federal government or sold by the government. This regulation applies only to structures built prior to 1978.
- 29. It will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, et seq.).

30. It will comply with the Clean Air Act (42 U.S.C. §7401, et seq.), which prohibits engaging in, supporting in any way, or providing financial assistance for, licensing or permitting, or approving any activity which does not conform to the State implementation plan for national primary and secondary ambient air quality standards.
31. In relation to water quality, it will comply with:
 - a. The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f) et seq. and U.S.C. §349), as amended, particularly Section 1424(e) (42 U.S.C. §§ 300h-303(e)), which is intended to protect underground sources of water. No commitment for federal financial assistance can be entered into for any project which the U.S. Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal draining water source for an area; and
 - b. The Federal Water Pollution Control Act of 1972, as amended, including the Clear Water Act of 1977, Public Law 92-212 (33 U.S.C. §1251, et seq.) which provides for the restoration and maintenance of the chemical, physical and biological integrity of the nation's water.
32. It will comply with HUD Environmental Standards (24 CFR, Part 51 and 44 F.R. 40860-40866).
33. With regard to wildlife, it will comply with:
 - a. The Endangered Species Act of 1973, as amended (16 U.S.C. §1531 et seq.). Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical; and
 - b. The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. §661 et seq.) which requires that wildlife conservation receives equal consideration and is coordinated with other features of water resource development programs.

Signing these assurances means that Applicant/Grantee/Sub recipient agrees to implement its program in accordance with these provisions. Failure to comply can result in serious audit and/or monitoring findings that require repayment of funds to the State or expending Applicant/Grantee/Sub recipient funds to correct deficiencies.

Grantee

By: _____

Title: _____

This _____ day of _____, 20_____.

**COOPERATIVE ENDEAVOR AGREEMENT
(BATON ROUGE LAKES PROJECT PHASE I -
DUE DILIGENCE, DESIGN AND PHASE I CONSTRUCTION)**

by and among

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND MECHANICAL COLLEGE,
RECREATION AND PARKS COMMISSION FOR EAST BATON ROUGE,
CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE**

and

UNIVERSITY LAKES, LLC

EFFECTIVE DATE: _____, 2020

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**COOPERATIVE ENDEAVOR AGREEMENT
(BATON ROUGE LAKES PROJECT PHASE I -
DUE DILIGENCE, DESIGN AND PHASE I CONSTRUCTION)**

This **COOPERATIVE ENDEAVOR AGREEMENT (BATON ROUGE LAKES PROJECT PHASE I - DUE DILIGENCE, DESIGN AND PHASE I CONSTRUCTION)** (this "*Agreement*") is made and entered into effective as of _____, 2020 (the "*Effective Date*"), by and among:

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, a public constitutional corporation organized and existing under the laws of the State (together with its successors and assigns, "*LSU*"), herein represented by its duly authorized Interim President;

RECREATION AND PARKS COMMISSION FOR EAST BATON ROUGE, a political subdivision of the State (together with its successors and assigns, "*BREC*"), herein represented by its duly authorized Superintendent;

CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE, a political subdivision of the State of Louisiana (together with its successors and assigns (the "*City-Parish*"), herein represented by its duly authorized Mayor-President;

UNIVERSITY LAKES, LLC, a Louisiana limited liability company (together with its successors and assigns, "*ULLLC*"), the sole member of which is the LSU Real Estate and Facilities Foundation, a Louisiana nonprofit corporation and a Tax Exempt Organization (defined herein (the "*Foundation*"), herein represented by its duly authorized Manager.

Each of LSU, BREC, the City-Parish and ULLLC is referred to herein, individually, as a "*Party*" and, collectively, as the "*Parties*."

RECITALS:

WHEREAS, there exists in the heart of Baton Rouge, Louisiana, a system of lakes with shoreline property, each known individually as University Lake, College Lake, Campus Lake and Lake Crest (each owned and maintained by LSU) (together with the improvements thereon, the "*LSU Lakes*") and City Park Lake and Erie Lake (each owned and maintained, or caused to be maintained, by the City-Parish) (together with the improvements thereon, the "*City-Parish Lakes*" and, together with LSU Lakes, the "*Baton Rouge Lakes*"), which essentially serves as the Baton Rouge community's central park;

WHEREAS, in the 1930s, the Baton Rouge Lakes were created from swampland as a public works project and, over time, have declined, filling with sediment and becoming unfit as a habitat for wildlife and for recreational purposes;

WHEREAS, the Baton Rouge Lakes are an iconic symbol of Baton Rouge, with thousands of residents and visitors viewing and using the lakes for recreational purposes each day, and serve as a habitat and flyway for local and migratory birds and aquatic wildlife and as storm water drainage.

WHEREAS, the Baton Rouge Area Foundation, a Louisiana nonprofit corporation ("**BRAF**"), in collaboration with certain other Project Partners (defined herein), caused to be prepared that certain Baton Rouge Lakes Master Plan by the SWA Group and Jeffrey Carbo Landscape Architects (the "**Master Plan**") for the restoration, renovation and preservation of the Baton Rouge Lakes, a copy of which is attached hereto as **Exhibit __**;

WHEREAS, the Project Partners have determined that it is in the best interest of the citizens of the State of Louisiana (the "**State**") to create a robust and scenic natural amenity in the heart of the City-Parish that uses nature as a catalyst for healthy lifestyles, while providing habitat infrastructure for migratory birds and aquatic wildlife, by dredging and deepening the Baton Rouge Lakes, capturing and cleaning stormwater and reducing erosion, and creating pedestrian and vehicular routes, bicycle trails and a variety of attractive and usable public spaces, as more particularly described in the Master Plan (the "**Project**");

WHEREAS, a major component of the Project includes implementation and restoration of environmental infrastructure necessary to aid in (i) the protection of Louisiana's coastal ecosystem resources through reduction of storm surge-based flood risk and erosion, (ii) improvement of wetland and lake habitats for aquatic, avian and other wildlife and (iii) support of an array of recreational activities and infrastructure critical to the working coast, including building additional land area through dredging; and

WHEREAS, each Party is a Project Partner (hereinafter defined) in the Project and desires to collaborate with the other Project Partners and Stakeholders (hereinafter defined) to fund and implement the Master Plan and the Project; and

WHEREAS, the Foundation and the Parties, other than ULLLC (together with the State and ULLLC, the "**Project Partners**"), have entered into that certain Memorandum of Understanding for the University Lakes Project effective as of December 9, 2019 (the "**MOU**"), a copy of which is attached hereto as **Exhibit __**, pursuant to which the parties thereto have (i) memorialized each Project Partner's stake in, and commitment to, the funding and implementation of the Master Plan and the Project, (ii) commenced the process of identifying each funding source and the terms, conditions and timing thereof, (iii) set forth a framework to proceed to the point of setting forth the agreement of all or certain of the Project Parties in one or more formal cooperative endeavor agreements (collectively, the "**Master CEA**"), including, without limitation, the development of a request for proposals for, and selection of, a project advisor and (iv) recognized and committed to deliver the benefits that each party to the MOU expects to receive in exchange for its contributions to the Project; and

WHEREAS, to conduct the preliminary planning objectives of the Project, the MOU establishes the "Project Management Committee," which is composed of representatives of various Project Partners, BRAF and the Baton Rouge community (collectively, the "**Stakeholders**"); and

WHEREAS, the MOU establishes ULLLC as the "Project Administrator," which will collaborate with the Project Parties and Stakeholders, coordinate and implement the Master Plan and administer the Project and the funding therefor; and

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana of 1974, as amended, states that, "[f]or a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private associations, corporation, or individual," and the above Recitals set forth the public purpose of the Project; and

WHEREAS, LSU, BREC, the City-Parish and ULLLC have entered into that certain Cooperative Endeavor Agreement for Lakes Project Advisor (the "**Lakes Project Advisor CEA**") and, together with the Master Plan, the MOU, the Master CEA and certain other documents and instruments relating to the Project, including, without limitation the design and plans and specifications therefor, the "**Project Documents**") as of January 31, 2020, pursuant to which the parties thereto agreed to fund the selection and engagement by ULLLC of the Project Advisor, which, in turn, will, among other duties, facilitate the commencement of the Project Phase I with the selection of a Designer (defined herein) therefor; and

WHEREAS, capitalized terms used, and not otherwise defined, in this Agreement shall have the meanings assigned thereto in **Exhibit __** hereto or in the MOU; and

WHEREAS, pursuant to the Lakes Project Advisor CEA, ULLLC utilized a competitive request for proposals to select a project advisory team led by Brailsford and Dunlavey, Inc. and CSRS, Inc. (the "**Project Advisor**"); and

WHEREAS, pursuant to La. R.S. 41:1291 and that certain Ground Lease Agreement to be entered into between the City-Parish and LSU (the "**CP Ground Lease**"), the City-Parish will lease the CP Site (defined herein) to LSU which will, in turn, pursuant to La. R.S. 17:3361 *et seq.* (the "**University Leasing Act**") and that certain Ground Lease and Sublease Agreement (the "**ULLLC Ground Lease**" and, together with the CP Ground Lease, the "**Ground Leases**") between LSU and ULLLC, lease the LSU Site (defined herein) and sublease the CP Site to ULLLC to enable it, subject to obtaining the requisite funding, to proceed with the implementation of the Project; and

WHEREAS, it is anticipated that the State's Office of Community Development ("**OCD**"), ULLLC, BREC and the City-Parish will enter into a Cooperative Endeavor Agreement (the "**CDBC CEA**") pursuant to which OCD will provide funding for the Project as more particularly set forth in the CDBC CEA; and

WHEREAS, the Project Management Committee anticipates that sufficient funding will be available from OCD, BREC and the City-Parish to enable ULLLC to proceed with (a) the Due Diligence (defined herein) for the entire Project, (b) the Design (defined herein) of the entire Project, and (c) the Construction (defined herein) of all (or a portion) of (i) the flood risk reduction improvements associated with College Lake, Campus Lake, City Park Lake and Erie Lake and (ii)

Mobility Improvements (defined herein) (collectively, the "***Phase I Construction***" and, together with the Due Diligence and Design, the "***Project Phase I***")

WHEREAS, upon completion of the Project or discreet portions thereof, ULLLC intends to convey the improvements to the CP Site and the LSU Site and certain other improvements, if any, included in the Project (but not located on the CP Site and/or the LSU Site) to the City-Parish and to LSU, as applicable (collectively, the "***Improvements to be Conveyed***"), the Ground Leases shall terminate, and, thereupon, the City-Parish and LSU will have all the responsibility as the respective owners of the CP Site and the LSU Site and the improvements thereon and otherwise so conveyed, as appropriate.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements which follow, the Parties hereby agree as follows:

ARTICLE I

ESTABLISHMENT OF PUBLIC PURPOSE AND ECONOMIC BENEFIT; TERM

Section 1.1. Public Purpose. Each Party hereby acknowledges and agrees that the Project serves a public purpose in that it is anticipated to result in (a) creation of a robust and scenic natural amenity with an array of recreational activities in the heart of the City-Parish that uses nature as a catalyst for healthy lifestyles, (b) improvement of wetland and lake habitat infrastructure for migratory birds and aquatic and other wildlife, and (c) implementation and restoration of environmental infrastructure necessary to aid in (i) the protection of Louisiana's coastal ecosystem resources through reduction of storm surge-based flood risk and erosion and (ii) support infrastructure critical to the working coast, including building additional land area through dredging.

Section 2.2. Economic Benefit. Each Funding Party hereby acknowledges and agrees that the economic benefits reasonably anticipated to be derived by it from the Project (as a result of establishment and/or enhancement of the health and enjoyment of its constituents, wildlife habitats and water/flood management) are projected to exceed the value of its funding obligation undertaken herein and, accordingly, its funding obligation is not a gratuitous donation.

Section 2.3. Term. The term of this Agreement shall commence on the Effective Date and shall terminate on the Termination Date (the "*Term*").

ARTICLE II

REPRESENTATIONS OF PARTIES

Section 2.1. Representations of LSU. LSU hereby represents as follows:

(a) LSU is a public constitutional corporation created under the laws of the State and has all requisite power pursuant to the Act to enter into this Agreement, by proper action has been duly authorized to execute and delivery this Agreement, and the authorization, execution and delivery hereof and compliance with the provisions hereof do not conflict with or constitute on the part of LSU a violation of, breach of or default under (i) any provision of any indenture, mortgage, deed of trust, loan agreement or any other contract or instrument to which LSU is a party or by which it is bound, (ii) any order, injunction or decree of any Governmental Authority or (iii) any Applicable Law.

(b) This Agreement constitutes a valid and legally binding obligation of LSU.

(c) LSU is not in breach of, or in default under, any of the provisions of (i) any charter instrument, bylaw, indenture, mortgage, deed of trust, pledge, note, lease, or loan, or installment sale agreement, contract, or other agreement or instrument to which it is a party or by which it or its properties are otherwise subject or bound; or (ii) any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or Governmental Authority or body having jurisdiction over it or any of its respective activities or properties.

(d) Except as may be otherwise disclosed in writing to the other Parties to this Agreement, there is no action, suit, investigation or proceeding pending, or to its knowledge, threatened, against LSU before any court, arbitrator or administrative or Governmental Authority, or insurance underwriting agency that might result in a material adverse change in the financial condition or operations of LSU or that might adversely affect the ability of LSU to comply with its obligations hereunder or in connection with the transactions contemplated hereby.

(e) LSU agrees that it will do or cause to be done all things necessary to preserve and keep in full force and effect its existence.

Section 2.2. Representations of BREC. BREC hereby represents as follows:

(a) BREC is a political subdivision of the State and has all requisite power pursuant to the Act and other Applicable Law to enter into this Agreement, by proper action has been duly authorized to execute and delivery this Agreement, and the authorization, execution and delivery hereof and compliance with the provisions hereof do not conflict with or constitute on the part of BREC a violation of, breach of or default under (i) any provision of any indenture, mortgage, deed of trust, loan agreement or any other contract or instrument to which BREC is a party or by which it is bound, (ii) any order, injunction or decree of any Governmental Authority or (iii) any Applicable Law.

(b) This Agreement constitutes a valid and legally binding obligation of BREC.

(c) BREC is not in breach of, or in default under, any of the provisions of (i) any charter instrument, bylaw, indenture, mortgage, deed of trust, pledge, note, lease, or loan, or installment sale agreement, contract, or other agreement or instrument to which it is a party or by which it or its properties are otherwise subject or bound; or (ii) any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or Governmental Authority or body having jurisdiction over it or any of its respective activities or properties.

(d) Except as may be otherwise disclosed in writing to the other Parties to this Agreement, there is no action, suit, investigation or proceeding pending, or to its knowledge, threatened, against BREC before any court, arbitrator or administrative or Governmental Authority, or insurance underwriting agency that might result in a material adverse change in the financial condition or operations of BREC or that might adversely affect the ability of BREC to comply with its obligations hereunder or in connection with the transactions contemplated hereby.

(e) BREC agrees that it will do or cause to be done all things necessary to preserve and keep in full force and effect its existence.

Section 2.3. Representations of BR City-Parish. BR City-Parish hereby represents as follows:

(a) The City-Parish is a political subdivision of the State and has all requisite power pursuant to the Act and other Applicable Law to enter into this Agreement, by proper action has been duly authorized to execute and delivery this Agreement, and the authorization, execution and delivery hereof and compliance with the provisions hereof do not conflict with or constitute on the part of the City-Parish a violation of, breach of or default under (i) any provision of any indenture, mortgage, deed of trust, loan agreement or any other contract or instrument to which the City-Parish is a party or by which it is bound, (ii) any order, injunction or decree of any Governmental Authority or (iii) any Applicable Law.

(b) This Agreement constitutes a valid and legally binding obligation of the City-Parish.

(c) The City-Parish is not in breach of, or in default under, any of the provisions of (i) any charter instrument, bylaw, indenture, mortgage, deed of trust, pledge, note, lease, or loan, or installment sale agreement, contract, or other agreement or instrument to which it is a party or by which it or its properties are otherwise subject or bound; or (ii) any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or Governmental Authority or body having jurisdiction over it or any of its respective activities or properties.

(d) Except as may be otherwise disclosed in writing to the other Parties to this Agreement, there is no action, suit, investigation or proceeding pending, or to its knowledge, threatened, against the City-Parish before any court, arbitrator or administrative or Governmental Authority, or insurance underwriting agency that might result in a material adverse change in the financial condition or operations of the City-Parish or that might adversely affect the ability of the City-Parish to comply with its obligations hereunder or in connection with the transactions contemplated hereby.

(e) The City-Parish agrees that it will do or cause to be done all things necessary to preserve and keep in full force and effect its existence.

Section 2.4. Representations of ULLLC. ULLLC hereby represents as follows:

(a) ULLLC is a limited liability company organized and existing under the laws of the State and has all requisite power pursuant to the Act and other Applicable Law to enter into this Agreement, by proper action has been duly authorized to execute and deliver this Agreement, and the authorization, execution and delivery hereof and compliance with the provisions hereof do not conflict with or constitute on the part of ULLLC a violation of, breach of or default under (i) any provision of any indenture, mortgage, deed of trust, loan agreement or any other contract or instrument to which ULLLC is a party or by which it is bound, (ii) any order, injunction or decree of any Governmental Authority or (iii) any Applicable Law.

(b) This Agreement constitutes a valid and legally binding obligation of ULLLC.

(c) ULLLC is not in breach of, or in default under, any of the provisions of (i) any charter instrument, bylaw, indenture, mortgage, deed of trust, pledge, note, lease, or loan, or installment sale agreement, contract, or other agreement or instrument to which it is a party or by which it or its properties are otherwise subject or bound; or (ii) any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or Governmental Authority or body having jurisdiction over it or any of its respective activities or properties.

(d) Except as may be otherwise disclosed in writing to the other Parties to this Agreement, there is no action, suit, investigation or proceeding pending, or to its knowledge, threatened, against ULLLC before any court, arbitrator or administrative or Governmental Authority, or insurance underwriting agency that might result in a material adverse change in the financial condition or operations of ULLLC or that might adversely affect the ability of ULLLC to comply with its obligations hereunder or in connection with the transactions contemplated hereby.

(e) ULLLC agrees that it will do or cause to be done all things necessary to preserve and keep in full force and effect its existence.

ARTICLE III

OBLIGATIONS OF PARTIES

Section 3.1. Obligations of LSU. LSU hereby agrees as follows:

- (a) To cause a land survey of the Baton Rouge Lakes to be performed for the purpose of establishing the boundaries of the CP Site and the LSU Site, the value of which is approximately \$260,000;
- (b) To execute and deliver the CP Ground Lease; and
- (c) To execute and deliver the ULLLC Ground Lease.

The contributions referenced in paragraphs (a) through (c) are referred to herein, collectively, as the "***LSU Contribution.***"

Section 3.2. Obligations of BREC. BREC shall pay to ULLLC, for deposit to the Project Fund, a one-time cash contribution in the amount of \$5,000,000 for the purpose of funding portions of the Project Phase I, which funding shall be paid to ULLLC within [*****insert time period*****] following the Effective Date (the "***BREC Contribution***").

Section 3.3. Obligations of the City-Parish. The City-Parish hereby agrees as follows:

- (a) To pay to ULLLC, for deposit to the Project Fund, a one-time cash contribution in the amount of \$5,000,000 for the purpose of funding only those portions of the Project Phase I constituting Mobility Improvements, which funding shall be paid to ULLLC within [*****insert time period*****] following the Effective Date,
- (b) To execute and deliver each of the CP Ground Lease and the CDBG CEA.

The contributions referenced in paragraphs (a) and (b) are referred to herein, collectively, as the "***City-Parish Contribution.***"

Section 3.4. Obligations of ULLLC. ULLLC hereby agrees as follows:

- (a) ***Project Management Committee Meetings.*** ULLLC shall organize and attend meetings of the Project Management Committee as necessary to review and discuss the Project Phase I, select the Design professionals and General Contractor, develop a consensus as to cost, schedule, Design and objectives and provide progress, financial and other reports to the Project Management Committee.
- (b) ***ULLLC Ground Lease and CDBG CEA.*** ULLLC shall execute and deliver each of the ULLLC Ground Lease and the CDBG CEA.

(c) ***Project Advisor Interface.*** ULLLC shall coordinate with the Project Advisor to (i) identify the strategy and objectives of the Project Phase I; (ii) produce and publish requests for proposals or qualifications for Due Diligence and Design professionals and General Contractor; (iii) analyze and present such proposals to the Project Management Committee for consideration and selection; (iv) negotiate the contracts with the Contractors; (v) produce and manage the Construction Schedule design and Construction Budget and (vi) coordinate the performance of the Project Phase I.

(d) ***Project Phase I Contracts.***

(i) The Project Phase I shall be performed on behalf of ULLLC pursuant to one or more written contracts between ULLLC and one or more Design professionals and Contractors approved and selected by the Project Management Committee pursuant to a competitive process and in accordance with Applicable Law. The Project Management Committee shall approve or disapprove any such contract required to be approved by it herein within ten (10) days of receipt of a copy thereof from ULLLC. Where appropriate, the contract(s) and bond(s) shall be recorded properly with the Clerk of Court of East Baton Rouge Parish prior to commencement of the Work. The Parties hereby acknowledge and, to the extent practically and legally possible, any contract between ULLLC and any contractor or contractors and all subcontracts entered into by the General Contractor shall acknowledge expressly, the following:

(A) The Work will be performed solely and exclusively for ULLLC.

(B) ULLLC is a separate legal entity from each Public Party. ULLLC is not acting as an agent for the Public Parties, and ULLLC has no authority to obligate any Public Parties to any extent whatsoever.

(C) No Public Party shall be liable, directly or indirectly, for the payment under the contract of any sums whatsoever or for the performance of any other obligation whatsoever arising out of the Work.

(D) The Work shall not give rise to any rights against any property of any Public Party.

(ii) ***Non-discrimination, Employment and Wages.*** ULLLC shall, and shall cause the Project Personnel to agree to, abide by: (a) the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended; (b) the requirements of the

Americans with Disabilities Act of 1990; and (c) any executive order issued by the governor of the State.

ULLLC shall additionally, and shall require and cause the Project Personnel to, agree: (i) not to discriminate in its employment practices; and (ii) to render services under the applicable contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by ULLLC or the Project Personnel or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement or the applicable Project Personnel contract, as applicable.

(e) ***Diverse Businesses.*** ULLLC understands that the Public Parties are committed to promoting the growth and development of minority- and women-owned and small and historically underutilized businesses (collectively, "***Diverse Businesses***") by providing opportunities to participate in agreements with such Public Parties. In support of this commitment, in connection with the Project Phase I, (a) ULLLC shall use good faith and commercially reasonable efforts to provide opportunities to Diverse Businesses that are either certified by the State or another certifying entity in a diverse category as a subcontractor or supplier according to the Public Parties' respective policies and procedures and (b) ULLLC shall provide to the Public Parties a list of Diverse Businesses during each Fiscal Year of ULLLC, which list shall identify, as to each Diverse Business contained thereon, (i) the legal name thereof, (ii) the principal office or address, (iii) ownership and (iv) the services or good that it may provide or supply and the value of the goods or services procured therefrom. To the extent that any Applicable Law would require that this paragraph be modified or voided, the Parties agree that such provision may be amended or severed from this Agreement without affecting any of the other terms hereof.

(f) ***Performance Bond.*** ULLLC shall require that the contractor(s) provide performance and labor and materials payment bond(s) with a corporate surety(ies) authorized to do business in the State. Said bond(s) shall be for the greater of the full amount of the contract price or the amount of the guaranteed maximum price of the Work. Each of ULLLC, LSU, the City-Parish and BREC shall be an obligee or beneficiary under the bond.

(g) ***Project Personnel Performance.*** ULLLC shall use commercially reasonable efforts to obtain or cause to be obtained satisfactory performance from each of the Project Personnel.

(h) ***Monitor Costs of the Project and Project Budget.*** ULLLC, in consultation with the Project Advisor, shall monitor the approved Project Budget and actual Costs of the Project for activities in progress and estimates for uncompleted tasks by way of comparison with the approved Construction Budget.

(i) **Project Reporting.** ULLLC shall (i) develop or cause to be developed cash flow reports and forecasts for the Project Phase I and advise the Project Management Committee as to variances between actual and budgeted or estimated Costs of the Project, (ii) provide or cause to be provided detailed written monthly progress reports describing work completed during the preceding month, percentage of work completed to date, cost of work completed to date, percentage of budget utilized to date, change orders requested and approved, and identifying any variances from schedule or Project Budget or noteworthy situations, all in a form that is capable of being submitted to and understood by the Project Management Committee.

(j) **Accounting Records.** ULLLC shall maintain, or cause to be maintained, accounting records for authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials and other work requiring accounting records. All accounting records shall be maintained in a manner and level of detail that is acceptable to the Project Management Committee and that is accordance with generally accepted accounting and auditing practices.

(k) **Record Keeping.** ULLLC shall maintain records of all documentation generated by ULLLC, or generated by third parties and in the possession of ULLLC, in connection with the Project Phase I, and this Agreement including without limitation, all draw requests and supporting documentation, statements reflecting debits and credits to the Project Fund, change orders and any other information customarily kept in connection with Construction undertakings. The books, accounts and records of ULLLC which pertain to the Project Phase I and this CEA shall be maintained at the principal office of ULLLC. ULLLC agrees to retain all books, records, and other documents relevant to the Project Phase I and this Agreement and the funds expended hereunder for at least three years after final payment, or as required by applicable federal law if federal funds are used to fund this Agreement and shall make such information available for inspection by any Party upon reasonable notice and during normal business hours.

(l) **Payment Procedures.** ULLLC shall develop and implement procedures for the review and processing of applications for payment from any Project Personnel.

(m) **Work Performance.** ULLLC shall determine in general that the work performed by the Project Advisor and the other Project Personnel is being performed in accordance with the requirement of the Project Documents, endeavoring to guard against defects and deficiencies in the Project Phase I.

(n) **Review of Change Orders and Contract Modifications.** ULLLC shall promptly review or cause to be reviewed requests for change orders or contract modifications and negotiate same. No change order to a Construction contract or to the Plans and Specifications which increases the total contract amount by Fifty Thousand Dollars (\$50,000.00) or more shall be implemented without the prior written consent of the Project Management Committee.

(o) **Review of Claims.** ULLLC shall, or shall cause the Project Advisor to, review, evaluate and document any claims pursuant to the Project Documents.

(p) **General Processing of Approvals.** In collaboration with the Project Advisor, ULLLC shall establish and implement, or cause to be established and implemented, procedures for expediting the processing and approval of shop drawings, product data, samples and other submittals.

(r) **Completion of Work; Inspections.** ULLLC shall coordinate, or cause to be coordinated, the correction and completion of the Project Phase I. Following issuance of a Certificate of Substantial Completion of the Project Phase I or any designated component thereof, ULLLC shall evaluate or cause to be evaluated the completion of the work and conduct or cause to be conducted final inspections.

(s) **Compliance with Applicable Law and Conditions.** ULLLC shall at all times comply with all Applicable Law and all conditions of each Party for the use of the funds in the Project Fund.

(t) **Project Fund.** ULLLC shall establish a separate checking account for the administration of the Project (the "**Project Fund**"). All contributions of the Parties or from any other source whatsoever for the purpose of performing the Project Phase I shall be deposited by ULLLC to the Project Fund. ULLLC shall use the funds on deposit in the Project Fund only for the purpose of paying Costs of the Project for the Project Phase I. Upon termination of this Agreement, all funds remaining on deposit in the Project Fund after payment of all Costs of the Project payable therefrom shall be retained therein and used to pay Costs of the Project for future phases of the Project.

(u) **Liens.** ULLLC shall not suffer or permit any Liens to be enforced against the owners of the Site, the Site or the Project Phase I by reason of a failure to pay for any work, labor, services or materials supplied or claimed to have been supplied to ULLLC or to anyone through ULLLC. If any such Liens shall be recorded against the owners of the Site, the Site or the Project Phase I, ULLLC shall cause the same to be released of record, or in the alternative, if ULLLC in good faith desires to contest the same, ULLLC shall be privileged to do so, and ULLLC shall, in the event of a judgment of foreclosure on said Lien, cause the same to be discharged and released prior to the execution of such judgment.

(v) **Project Personnel Insurance.** During the performance of the Project Phase I, ULLLC shall require the Project Personnel, as applicable, to maintain insurance coverages in such forms and in such amounts as LSU customarily requires for Construction projects performed by third parties on its campus.

(w) **Title to Improvements.** Upon completion of all, or discrete portions of, the Project Phase I, ULLLC shall convey all right, title and interest of ULLLC to the Improvements to be Conveyed to LSU and the City-Parish, as applicable, and shall execute and deliver all documents necessary to effectuate such conveyance(s). The conveyance of the Improvements to be Conveyed shall be without any warranty as to fitness and condition.

In no event shall ULLLC be responsible for any defects in title to the Improvements to be Conveyed.

(x) ***Conditions to ULLLC Obligations.*** The performance by ULLLC of its obligations hereunder is conditioned on (i) the receipt of Contributions sufficient to pay the Costs of the Project for the Project Phase I, it being understood that under no circumstances shall ULLLC be responsible for paying Costs of the Project except from the cash Contributions on deposit in the Project Fund, (ii) the approval by the Project Management Committee of the Plans and Specifications and the selection of Due Diligence and Design professionals and a General Contractor and (iii) the execution and delivery of the Ground Leases.

The contributions referenced in paragraphs (a) through (x) are referred to herein, collectively, as the "***ULLLC Contribution.***"

ARTICLE IV

INDEMNIFICATIONS

Section 4.1. Indemnity Obligations of ULLLC.

(a) To the extent permitted by Applicable Law, from and after the Effective Date, ULLLC shall, at its sole cost and expense, indemnify, defend and hold harmless each Public Party and its officials, officers, agents and employees ("*Public Party Indemnitees*") against and from any and all claims made on behalf of any individual or entity to the extent the claims arise from the occupation, use, or possession of the Site by ULLLC, and/or from any work done by or on behalf of ULLLC in or about the Site during the Term, or any extension thereof, EXCEPT for the Public Party's obligations under this Agreement and EXCEPT to the extent caused by the fault, negligence or willful act of the Public Party or the fault, negligence or willful act of its officials, officers, agents or employees; provided, however, ULLLC's liability pursuant to this Section 4.1 shall be limited to the assets of ULLLC, including any Net Proceeds.

(b) In case any action or proceeding shall be brought against any Public Party in respect of which the indemnity contemplated by this Section 4.1 may be sought against ULLLC, ULLLC, upon the giving of notice by the Public Party, to the extent allowed by Applicable Law, shall defend such action or proceeding by counsel reasonably satisfactory to the Public Party; and ULLLC shall pay for all reasonable expenses therefor (including reasonable attorneys' fees) unless such action or proceeding is resisted and defended by counsel for any carrier of liability insurance as authorized by the provisions of any policy of liability insurance maintained by ULLLC.

(c) The Public Party shall promptly give written notice to ULLLC when a claim is made against the Public Party for which indemnity is owed to the Public Party by ULLLC pursuant to this Section 4.1, but the Public Party shall have the right to employ its own separate counsel (the reasonable fees and expenses of which are covered under this indemnity to the extent allowed by Applicable Law), but shall not have control of the defense of such claims. The Public Party shall not, in the defense of any claim for which indemnity is owed by ULLLC hereunder, consent to the entry of any judgment except with the consent of ULLLC, as applicable, or to any settlement, except with the consent of ULLLC. The Public Party shall assist ULLLC in the defense of any claim for which ULLLC owes indemnification hereunder and is undertaking to provide a defense, by making available to ULLLC (at ULLLC's reasonable cost and expense) records and personnel of the Public Party, as may be reasonably required in the defense of such claim.

Section 4.2. Indemnity Obligations of Public Parties.

(a) To the extent permitted by Applicable Law, from and after the Effective Date, each Public Party shall, at its sole cost and expense, indemnify, defend and hold harmless ULLLC and its officers, directors, agents and employees (collectively, the "*Public Party Indemnitees*") against and from any and all claims and/or losses by or on

behalf of any Person arising from any breach, violation or default on the part of the Public Party in the performance of any term, covenant, provision or agreement or other obligation on the part of the Public Party to be performed pursuant to the terms of this Agreement, or to the extent arising from any act, omission or negligence of the Public Party, or that of any of its officials, officers, agents and employees, or arising from any accident, injury, death or damage whatsoever caused to any Person or any property occurring during the Term, or any extension thereof, in or about the Site, to the extent caused by the Public Party's fault, negligence or willful act or the fault, negligence or willful act of its respective officials, officers, agents and employees, EXCEPT to the extent caused by ULLLC's fault, negligence, or willful act, as applicable, or the fault, negligence or willful act of its officials, officers, agents and employees.

(b) In case any action or proceeding shall be brought against ULLLC in respect of which the indemnity contemplated by this Section 4.2 may be sought against the Public Party, the Public Party, upon the giving of notice by ULLLC, to the extent allowed by Applicable Law, shall defend such action or proceeding by counsel reasonably satisfactory to ULLLC and the Public Party shall pay for all reasonable expenses therefor (including reasonable attorney's fees) unless such action or proceeding is resisted and defended by counsel for any carrier of liability insurance as authorized by the provisions of any policy of liability insurance maintained by the Public Party.

(c) ULLLC shall promptly give written notice to the Public Party when a claim is made against ULLLC for which indemnity is owed to ULLLC by the Public Party pursuant to this Section 4.2, but ULLLC shall have the right to employ its own separate counsel (the reasonable fees and expenses of which are covered under this indemnity to the extent allowed by Applicable Law), but shall not have control of the defense of such claims. ULLLC shall not, in the defense of any claim for which indemnity is owed by the Public Party hereunder, consent to the entry of any judgment except with the consent of the Public Party, or to any settlement, except with the consent of the Public Party. ULLLC shall assist the Public Party in the defense of any claim for which the Public Party owes indemnification hereunder and is undertaking to provide a defense, by making available to the Public Party (at the Public Party's reasonable cost and expense) records and personnel of ULLLC, as may be reasonably required in the defense of such claim.

ARTICLE V

AUDIT AND AUDITORS

Any Public Party may, at its option, at its own expense and during customary business hours, conduct internal audits of the books, bank accounts, records and other accounts of ULLLC pertaining to its obligations under this Agreement to the extent necessary to verify compliance with this Agreement. Audits may be made on either a continuous or a periodic basis or both, and may be conducted by employees of the State, or by independent auditors retained by any Public Party or by the Louisiana Legislative Auditor or by the Office of the Governor, Division of Administration, but any and all such audits shall be conducted without materially or unreasonably or unnecessarily interrupting or interfering with the normal conduct of business affairs by ULLLC. Each Public Party covenants with ULLLC to keep the results of any such audits confidential except as required by Applicable Law.

ARTICLE VI

FORCE MAJEURE

Section 6.1. Discontinuance by ULLLC during Force Majeure. Whenever a period of time is herein prescribed for action to be taken by ULLLC, ULLLC shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to Force Majeure. However, the other Parties to this Agreement shall not be obligated to recognize any delay caused by Force Majeure unless ULLLC shall, within ten (10) Business Days after ULLLC is aware of the existence of an event of Force Majeure, notify the other Parties thereof.

Section 6.2. Discontinuance by Parties other than ULLLC During Force Majeure. Whenever a period of time is herein prescribed for action to be taken by a Party to this Agreement other than ULLLC, such Party (the "*Affected Party*") shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to Force Majeure. However, the other Parties to this Agreement shall not be obligated to recognize any delay caused by Force Majeure unless the Affected Party shall, within ten (10) Business Days after the Affected Party is aware of the existence of an event of Force Majeure, notify the other Parties thereof.

ARTICLE VI

TERMINATION

Section 6.1. Termination by the Project Management Committee. Any other provision to the contrary contained herein notwithstanding, a majority of the Public Parties may terminate this Agreement for cause based upon the failure of ULLLC to comply with the terms and/or conditions hereof; provided that such Public Parties shall give ULLLC written notice specifying ULLLC's failure. If, within ninety (90) days after receipt of such notice, the Project Administrator shall not have either corrected such failure or, in case of failure which cannot be corrected in ninety (90) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then such Public Parties may, at their sole option, either (i) place ULLLC in default and this Agreement shall terminate on the date specified in the notice or (ii) require that ULLLC assign its right, title and interest in and to this Agreement and any other agreements relating to the Project, including, without limitation, the Construction Contracts and the ULLLC Ground Lease, to another Person selected by a Majority of the Project Management Committee members (excluding the Foundation).

Section 6.2. Termination by the Project Administrator. The Parties acknowledge and agree that the continuation of this Agreement is contingent upon the receipt of the Contributions by ULLLC to fulfill the requirements of this Agreement. If any Public Party fails to make its Contribution to ULLLC to provide for the continuation of this Agreement for any reason whatsoever, and the effect of such failure is to provide insufficient monies to ULLLC for the continuation of this Agreement and a determination is made by a Majority of the Project Management Committee that replacement funding is unavailable, ULLLC may terminate this Agreement on the date such determination is made by the Project Management Committee, in which event unused funds remaining in the Project Fund shall be returned to the contributors of such funds, as appropriate.

ARTICLE VII

MISCELLANEOUS

Section 7.1. Incorporation of Exhibits. The Exhibits attached to this Agreement are fully incorporated as though set forth herein and made a part hereof.

Section 7.2. Notices and Consents. Notices or communications to the Parties, and all necessary written consents required or appropriate under this Agreement shall be in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) registered or certified United States mail, postage prepaid, return receipt requested, or (d) sent via Facsimile or electronic mail, provided that acknowledgment of receipt thereof is received by the sending party from the receiving party, addressed as follows:

If to LSU:	Executive Vice President for Finance and Administration and CFO Louisiana State University 330 Thomas Boyd Hall Baton Rouge, Louisiana 70803 Telephone: (225) 578-3386 Facsimile: (225) 578-5403
If to the City-Parish:	Director, Transportation and Drainage City of Baton Rouge and Parish of East Baton Rouge 222 St. Louis Street, Room ____ Baton Rouge, Louisiana 70802 Telephone: (225) 389-3158 Facsimile: (225) 389-5391
If to BREC:	Superintendent East Baton Rouge Parish Recreation and Parks Commission 6201 Florida Boulevard Baton Rouge, Louisiana 70806 Telephone: (225) 272-9200 Facsimile: (225) 273-6419
If to ULLLC	General Counsel c/o LSU Real Estate and Facilities Foundation 3796 Nicholson Drive Baton Rouge, Louisiana 70802 Telephone: (225) 578-0525 Facsimile: (225) 578-0530

or to such other address or to the attention of such other person as hereafter shall be designated in writing by such party. Any such notice, communication or written consent shall be deemed to

have been given either at the time of personal delivery or, in the case of delivery service or mail as of the date of deposit in the mail in the manner provided herein, or in the case of facsimile, upon receipt, if receipt is acknowledged as required herein.

Section 7.2. Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship, between the parties hereto.

Section 7.3. Limitation of Liability. In no event shall ULLLC's officers, directors, employees or agents be liable for any of the obligations of ULLLC hereunder.

Section 7.4. Attorneys' Fees. To the extent permitted by Applicable Law, if any Party is required to commence legal proceedings relating to this Agreement, the prevailing party shall be entitled to receive reimbursement for its reasonable attorneys' fees and costs of suit.

Section 7.5. Applicable Law; Jurisdiction and Venue. This Agreement shall be construed under and in accordance with the laws of the State of Louisiana, and the obligations of the Parties created hereunder are performable in East Baton Rouge Parish, Louisiana. The Parties hereto consent and agree to the jurisdiction and venue of all federal and State courts located in East Baton Rouge Parish, State of Louisiana in connection with any dispute or litigation involving this Facilities Lease.

Section 7.6. Interpretation. Unless the context of this Agreement clearly requires otherwise, (a) pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character; (b) the singular shall include the plural wherever and as often as may be appropriate; (c) the word "includes" or "including" shall mean "including without limitation"; (d) the word "or" shall have the inclusive meaning represented by the phrase "and/or"; (e) the words "hereof" "herein," "hereunder," and similar terms in this Agreement shall refer to this Agreement as a whole and not to any particular section or article in which such words appear. The section, article and other headings in this Agreement are for reference purposes, and shall not control or affect the construction of this Agreement or the interpretation hereof in any respect. Article, section, subsection and exhibit references are to this Agreement unless otherwise specified. All exhibits attached to this Agreement constitute a part of this Agreement and are incorporated herein. All references to a specific time of day in this Agreement shall be based upon Central Time.

Section 7.7. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be declared an original.

Section 7.8. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

Section 7.9. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated on or subsequent to the date hereof and duly executed by each Party hereto.

Section 7.10. Successors and Assigns. All of the covenants, agreements, terms and conditions to be observed and performed by each Party hereto shall be applicable to and binding upon its successors and assigns.

Section 7.11. Entire Agreement. This Agreement, together with the exhibits attached hereto, contains the entire agreement between the Parties with respect to the matters set forth herein and contains all of the terms and conditions agreed upon with respect to such matters, 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 none shall be bound by any term, condition, or representations not herein written.

Section 7.12. Limitation of Liability of ULLLC.

(a) In the exercise of the powers and obligations of ULLLC hereunder, the Foundation, as ULLLC's sole member, and the Foundation's managers, officers, directors, employees and agents (other than ULLLC) shall not be personally accountable or liable to any other Party (i) for any actions taken or omitted by the Foundation and its trustees, managers, officers, directors, employees, or agents in good faith and believed by it or them to be authorized or within their discretion or rights or powers conferred upon them, or (ii) for any claims based on this Agreement against any officer, trustee, manager, director, employee or agent of ULLLC or the Foundation in his or her personal capacity, all such liability, if any, being expressly waived by the Parties other than ULLLC and the Foundation by the execution of this Agreement.

(b) Notwithstanding anything herein to the contrary, the liability of ULLLC hereunder and each obligation of ULLLC hereunder shall be a "general obligation" of ULLLC, and, notwithstanding anything herein to the contrary, the sole and only source of satisfaction of such obligations shall be from the assets of ULLLC and from no other person or entity. The Parties to this Agreement other than ULLLC shall not seek to obtain recourse from any person or entity that owns the membership interest in or controls ULLLC, including without limitation, the Foundation, or from any assets of the Foundation; recourse being limited solely to the assets of ULLLC. The Foundation shall have no obligation to contribute funds to ULLLC to pay any costs, expenses, obligations or liabilities of ULLLC hereunder. The provisions contained in the preceding sentences are not intended to and will not limit any right that the Parties to this Agreement other than ULLLC might otherwise have to obtain injunctive relief against ULLLC or relief in any suit or action in connection with enforcement or collection of amounts that may become owing or payable under or on account of insurance maintained by ULLLC.

(c) The preceding provisions of this Section 7.12 shall continue to apply notwithstanding any enforcement or exercise by any Party other than ULLLC of any rights or remedies for default under this Agreement.

Section 7.13. Consents. Any provision of this Agreement to the contrary notwithstanding, any provision of this document requiring the approval or prior written consent of any Party shall be satisfied by the approval or prior written consent of such Party's Authorized Representative.

Section 7.14. Advertisement. No Party shall make use of another Party's name, logo or marks without its prior written consent.

Section 7.15 Time of the Essence. In all respects, time shall be of the essence during and with respect to the obligations of this Agreement.

Section 7.16. Ownership of Records. All records, reports, documents and other material delivered or transmitted to ULLLC by any other Party shall remain the property of such Party, and shall be returned by ULLLC to such Party, at ULLLC's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by ULLLC in connection with the performance of the services contracted for herein shall become the property of the State, LSU, the City-Parish and BREC, and shall, upon request, be returned by ULLLC to such Parties, at ULLLC's expense, promptly after the Termination Date.

Section 7.17. Taxes. ULLLC hereby agrees that the responsibility for payment of taxes from the funds thus received by it under this Agreement shall be ULLLC's obligation and identified under federal tax identification number 72-_____.

[signature page to Cooperative Endeavor Agreement – Project Phase I]

IN WITNESS WHEREOF, LSU has caused this Agreement to be executed and delivered by its duly authorized representative on the day, month and year set forth below his/her signature, to be effective _____, 2020.

**BOARD OF SUPERVISORS OF LOUISIANA STATE
UNIVERSITY AND AGRICULTURAL AND
MECHANICAL COLLEGE**

By: _____
Name: Thomas C. Galligan, Jr.
Title: Interim President, Louisiana State University
Date:

[signature page to Cooperative Endeavor Agreement – Project Phase I]

IN WITNESS WHEREOF, BREC has caused this Agreement to be executed and delivered by its duly authorized representative on the day, month and year set forth below his/her signature, to be effective _____, 2020.

PARKS COMMISSION FOR EAST BATON ROUGE

By: _____

Name: Corey K. Wilson

Title: Superintendent

Date:

[signature page to Cooperative Endeavor Agreement – Project Phase I]

IN WITNESS WHEREOF, the City-Parish has caused this Agreement to be executed and delivered by its duly authorized representative on the day, month and year set forth below his/her signature, to be effective _____, 2020.

**CITY OF BATON ROUGE AND PARISH OF EAST
BATON ROUGE**

By: _____

Name: Sharon Weston Broome

Title: Mayor-President

Date:

[signature page to Cooperative Endeavor Agreement – Project Phase I]

IN WITNESS WHEREOF, ULLLC has caused this Agreement to be executed and delivered by its duly authorized representative on the day, month and year set forth below his/her signature, to be effective _____, 2020.

UNIVERSITY LAKES, LLC

By: _____

Name: Robert M. Stuart, Jr.

Title: Executive Director

Date:

EXHIBIT A
DESCRIPTION OF THE SITE

EXHIBIT B

EXHIBIT C

EXHIBIT D



Board of Supervisors

Request from from LSU Shreveport to Approve a Cooperative Endeavor Agreement with Caddo Parish School Board for Usage of a Baseball Facility

Date: October 23, 2020

1. Bylaw Citation

Pursuant to Article VII, Section 1

C. Lease of Immovable Property

2. Summary of Matter

LSU Shreveport (LSUS) proposes to enter into a Cooperative Endeavor Agreement, termed a Lease Agreement, with the Caddo Parish School Board (School Board) for a public purpose pursuant to Article VII, section 14(C) of the Constitution of the State of Louisiana. Under the terms of the agreement, the Caddo Parish School Board will, at its expense, construct a parking lot adjacent to the LSUS Baseball Field as detailed on Attachment "C" of the attached agreement. In return, LSUS will grant the C.E. Byrd High School baseball team the use of the leased premises which includes the aforementioned LSUS Baseball Field, related facilities and parking areas for both scheduled games and practice. The attached Cooperative Endeavor Agreement provides for the terms of maintenance of the LSUS Baseball Field and access roads by detailing the rights and obligations of both parties. This is the continuation of a similar arrangement between LSUS and Caddo Parish School Board which expired in June 2020.

The School Board has the right to use the designated Baseball Field on the leased premises. It is not an exclusive right but rather a priority. Both parties intend to work in good faith to coordinate activities on the leased premises where there are scheduling conflicts.

The initial term of the lease will be ten years, with an option to renew for an additional ten years upon the mutual agreement of both LSUS and the School Board. Any improvements to LSUS property and facilities constructed on LSUS property by the School Board will remain the property of LSUS at the termination or expiration of the lease.

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

The construction of the parking lot is at the sole expense of the Caddo Parish School Board. There is no cost to LSU or LSUS. The improvements will remain the property of LSUS at the conclusion of the Lease.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

The Cooperative Endeavor Agreement, termed a Lease Agreement, was drafted by and has been reviewed by the LSU Office of General Counsel.

7. Parties of Interest

LSU Shreveport, Caddo Parish School Board and C.E. Byrd High School.

8. Related Transactions

Not applicable.

9. Conflicts of Interest

None.

10. Attachments

1. Cooperative Endeavor Agreement, with property parking lot concept map (Attachment "C")

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President of LSU, or his or her designee, to execute the proposed Lease Agreement between LSUS and the Caddo Parish School Board, under which C.E. Byrd High School will be allowed to use the designated LSU Baseball Field for games and practices in exchange for which Caddo Parish School Board will construct a parking lot adjacent to the LSUS Baseball Field and provide maintenance to the leased premises, , which includes the LSUS Baseball Field, related facilities and parking for games and practice, as provided within the agreement.

BE IT FURTHER RESOLVED that the President of LSU, or his or her designee, be and he is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel, to include in the Agreement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.

AGREEMENT OF LEASE

This Agreement of Lease ("Agreement") is entered into by and between:

THE BOARD OF SUPERVISORS FOR LOUISIANA STATE UNIVERSITY AGRICULTURAL AND MECHANICAL COLLEGE, on behalf of Louisiana State University Shreveport, (hereinafter "LSUS" or "University"), represented by Thomas C. Galligan, Jr., Interim President;

and

CADDO PARISH SCHOOL BOARD (hereinafter "School Board"), represented herein by its duly authorized Superintendent, Dr. Theodis Lamar Goree.

NOW therefore in consideration of the mutual covenants herein described, the parties do agree as follows:

1.

This Agreement of Lease is a Cooperative Endeavor Agreement made and entered into by the parties, pursuant to Article VII, Section 14(C) of the Constitution of the State of Louisiana, for a public purpose as follows: Construction of Parking Lot adjacent to the baseball field currently utilized by School Board ("Baseball Field"), and as shown and described in Attachment A hereto and as provided herein; Maintenance of the Baseball Field by School Board as provided herein; Maintenance of the access road to the Baseball Field by School Board, as provided herein. In exchange for above described construction and maintenance, the School Board and C.E. Byrd High School (hereinafter "School") shall be granted the use of the Leased Premises, which includes the Baseball Field, related facilities and parking areas (to be constructed pursuant to this Lease) for games and practice, as provided herein.

2.

The initial term of this Lease shall be effective on the date last signed below ("Effective Date") and shall expire on June 30, 2030. By mutual agreement of the parties, LSUS and School Board shall have the option to extend the term of this Lease for an additional 10 years.

3.

LSUS does by these presents lease to School Board the following described parcel of land for use by the School baseball team for its baseball games and for practice, to wit:

A parcel containing the Baseball Field (Attachment A-Tract 1), related facilities and parking areas as described in Legal Description (Attachment B)

4.

LSUS hereby gives to the School Board the right to use of the Baseball Field and related facilities and parking areas on the Leased Premises. The use of the Baseball Field on the Leased Premises by the School is not exclusive but will have priority. Use of the Leased Premises will be coordinated by the School Athletic Director and the LSUS Athletic Director. In the event that University shall have a compelling necessity to use the Baseball Field, the University shall give written notice thereof to the School Board and shall provide as substitution for such part of the Leased Premises, which area shall provide equal facilities and improvements, at the sole expense of LSUS.

In the event of a schedule conflict between a LSUS home baseball game or LSUS practice requiring use of the Leased Premises and a School game or practice, the University has first choice of the time at which its game will be played. The parties will work together to allow multiple games to be played on the same date where necessary, or to allow the School practice and a LSUS game to occur on the same date where practical.

The University reserves the right to conduct baseball camps by its coaches at times which will not interfere with the School's game schedule.

Appropriate parking areas shall be made available to the School Board at the Leased Premises for individuals attending the School's home games. School Board shall be responsible for traffic control and safety before, during and after each School home game. School Board shall construct parking on these areas as shown in Attachment A -Tract 2.

The University shall make available designated parking areas at or around the Leased Premises for the teams and individuals attending the School home games or at the practice field for the teams and individuals attending the School practice sessions. All parking areas shall be limited to and restricted to LSUS paved or graveled parking lots, and no parking shall be allowed within the LSUS street rights of way or the public streets or the grass fields and lots anywhere in the vicinity of the Leased Premises. School Board shall be responsible for traffic control, including parking, and safety before, during and after each School home game.

5.

As a consideration for this Lease, the School Board agrees to the following related to the use of the Leased Premises for baseball games and practice, to wit:

- a. Construction of Parking Lot adjacent to the Baseball Field as shown and described in Attachment A-Tract 2 hereto with parking lot concept plan- Attachment-C and as provided herein;
- b. Maintenance of the Baseball Field as provided herein; and
- c. Maintenance of the access roads to the Baseball Field as provided herein.

Construction shall be contracted for by the School Board, as provided by law, and shall be under the direct joint supervision of the School Board Director of Plant Facilities and the LSUS Director of Physical Plant, who must give written approval to all plans and specification for the work. The design plans and specifications for the construction of the improvements must be approved by the LSUS Vice Chancellor for Business Affairs (VCBA). No construction will begin prior to obtaining the approvals of the VCBA. The parties intend for the construction described in this section to be completed within one year of the Effective Date of the Lease. With the written approval of LSUS, School may make additional improvements to the Leased Premises.

6.

School Board shall at all times keep the LSUS property free of liens, attachment, encumbrances or claims resulting from the School Board's use of such property.

7.

School Board is authorized to charge admission to School baseball games, and to operate and manage the concessions for the games, and the funds derived thereby shall be retained by the School Board.

8.

Electrical charges of the Leased Premises for a School baseball game or practice shall be the responsibility of the School Board. LSUS will bill the School Board for the prorated electrical charges by the School. The electricity charges for field lights on the School practice field (if so installed) will be the responsibility of the School Board.

The maintenance of the Baseball Field shall be the responsibility of the School Board, After practice or a game, maintenance of the Baseball Field shall be the responsibility of the team utilizing the field.

After each School home game, the School Board shall provide all personnel necessary for and shall supervise the cleanup of the Leased Premises and the parking areas made available to the School Board. Cleanup must be completed either by Midnight of the day on which the School home game was played, or prior to any subsequent LSUS home game in the event that a LSUS home game is played after and on the same day as a School game. The University shall provide the necessary cleanup of the Baseball Field and stadium subsequent to its use of any kind.

9.

The School Board agrees to maintain general public liability insurance covering the use of the premises by School for a minimum amount of \$1,000,000 and shall list LSUS as an additional insured on any policy of insurance with coverage for the Leased Premises.

10.

School Board shall indemnify and hold LSUS harmless from, for or against any and all liability for injury, damage or loss to person or property, including any liability to an invitee or third party, arising out of School Board's construction on, use of or maintenance of the Leased Premises: LSUS shall indemnify and hold School Board harmless from, for or against any and all liability for injury, damage or loss to person or property but only to the extent and degree caused by the negligence or fault of LSUS.

11.

LSUS may terminate this Lease for cause based upon failure of the School Board to comply with the terms and/or conditions of the Lease, provided that LSUS shall give School Board written notice specifying such failure. If within 30 days after receipt of such notice, the School Board shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then LSUS may, at its option, place School Board in default and the Lease shall terminate on the date specified in such notice.

12.

Any improvements to LSUS property and facilities constructed on LSUS property by School Board shall remain the property of LSUS at termination or expiration of this Lease.

13.

Neither party shall have a right to assign all or any part of this Lease to a third party, without prior written consent of the other, except that School Board shall be authorized to enter into an agreement for the School-sponsored American Legion baseball team and related summer and fall league teams affiliated with the School to use the Leased Premises for home games, tournaments, and practice during the season for that league; provided, however, the schedule shall be coordinated with LSUS and approved by the LSUS Athletic Director prior to the use of the Baseball Field by the sponsored team(s).

14.

The School Board agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and the requirements of the Americans with Disabilities Act of 1990. School Board agrees not to discriminate in its employment practices, and will perform this Lease without regard to race, color, religion, sex, national origin, veteran status, political affiliation or disability. Any act of discrimination committed by School Board, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Lease.

15.

Any and all notices, demands requests or other acts or actions, which shall be required or permitted pursuant to this Lease, shall be in writing, addressed as follows or such other address as either party may designate in writing:

To LSU:

Louisiana State University Shreveport
Attn: Vice Chancellor for Business Affairs
One University Place
Shreveport, LA 71115

With copy to:

Louisiana State University
Office of General Counsel
3810 W. Lakeshore Drive, Suite 124
Baton Rouge, LA 70808

To Caddo Parish School Board:
Superintendent
1961 Midway Avenue
Shreveport, La. 71130

16.

The School Board and LSUS each expressly agree and acknowledge that in entering into this agreement, neither party shall be liable to the other for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana, and further that under the provisions of La. R.S. 23:1034, no one employed by the School Board shall be considered an employee of LSUS and no one employed by LSUS shall be considered an employee of the School Board for purposes of Workers' Compensation coverage.

17.

The continuation of this Lease is contingent upon an appropriation of funds by the Legislature to fulfill the requirements of this Lease. If the Legislature fails to appropriate sufficient monies to provide for the continuation of this Lease or if a veto or a reduction of appropriation of funds necessitates the discontinuance of this Lease, it shall terminate on the last day of the fiscal year for which funds were appropriated.

18.

This Lease shall constitute the entire agreement between the parties and shall not be otherwise affected by any other purported undertaking, whether written or oral.

19.

The provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

20.

The parties hereto stipulate that the venue of any possible litigation arising under this agreement shall be in the 19th Judicial District Court, East Baton Rouge Parish, Louisiana.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

(signature page follows)

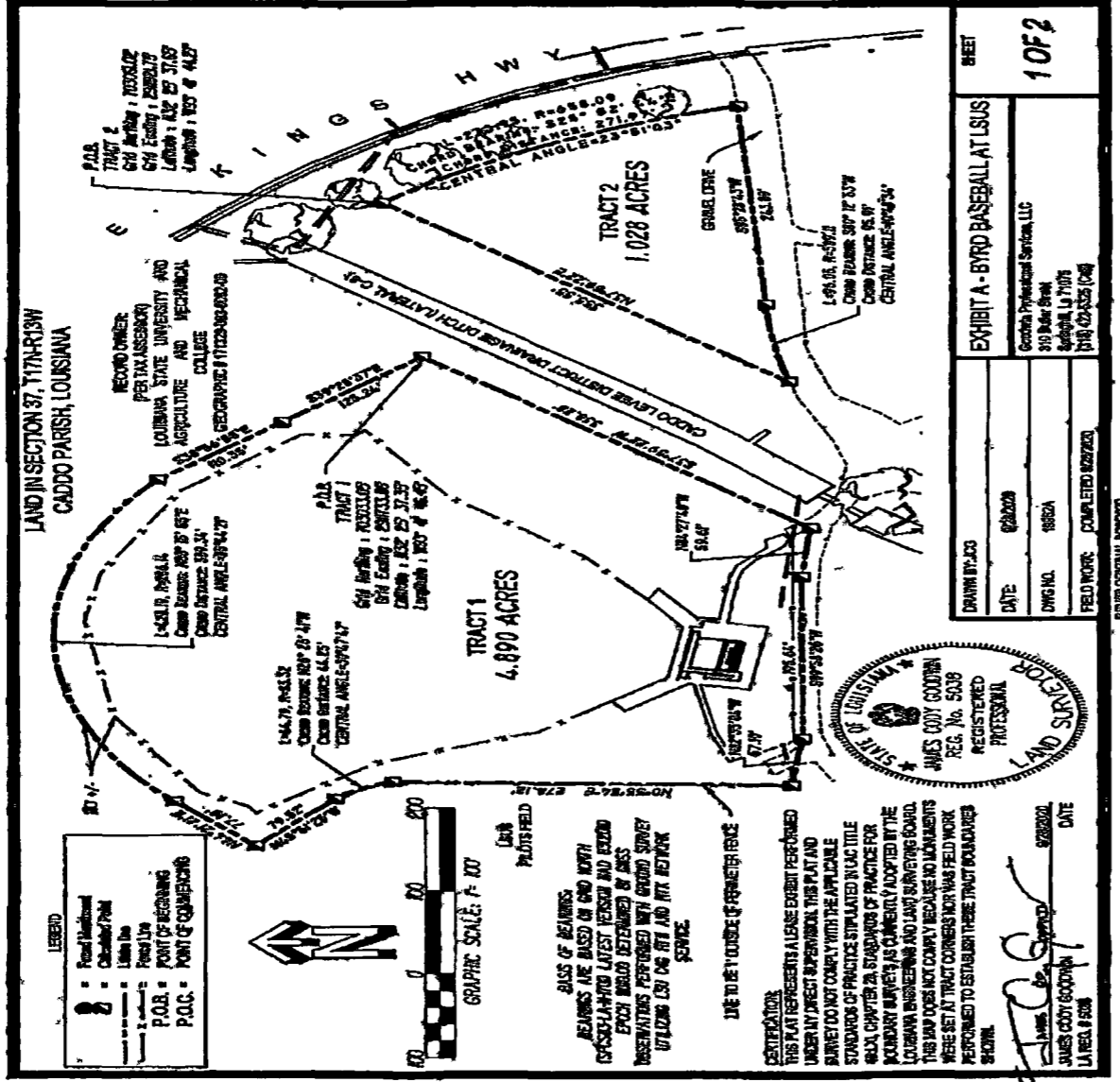
IN WITNESS WHEREOF, the parties have hereunto set their hands on this _____ day of
October, 2020.

BOARD OF SUPERVISORS FOR LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE

By: _____
Thomas C. Galligan, Jr., Interim President

CADDO PARISH SCHOOL BOARD

By: _____
Dr. Theodis Lamar Goree, Superintendent



DATE	8/20/20
DWG. NO.	18820A
FIELD WORK COMPLETED	8/20/20
EXHIBIT A - BYRD BASEBALL AT LSUS	
Gordon Professional Services, LLC 310 Baker Street Shreveport, LA 71101 (504) 424-3325 (Cell)	

A

LEGAL DESCRIPTION TRACT 1:

A Tract of land located in Section 37, Township 17 North, Range 13 West of the Louisiana Meridian, Caddo Parish, Northwestern Land District, Louisiana and more particularly described as follows:

BEGINNING at a point on the West side of Caddo Levee District Drainage Ditch/Lateral C-8 located South and West of Harts Island Road also being known as East Kings Highway, point having grid coordinates established by the North American Datum of 1983 (2011) of Northing 703033.05 and Easting 2911733.86;

Thence South 37 degrees 59 minutes 22 seconds West a distance of 338.28 feet parallel to said Drainage Ditch to the North edge of a gravel drive;

Thence North 84 degrees 27 minutes 40 seconds West a distance of 59.61 feet along said gravel drive edge;

Thence South 89 degrees 58 minutes 26 seconds West a distance of 195.84 feet along said gravel drive edge;

Thence North 82 degrees 35 minutes 04 seconds West a distance of 57.10 feet to a point 1 foot East of the perimeter fence around the LSUS Pilots field;

Thence along a line parallel and 1 foot outside of said perimeter fence the following Three (3) Courses:

1) North 00 degrees 55 minutes 54 seconds East a distance of 274.12 feet;

2) along a non-tangent curve to the left having a Radius of 83.32 feet, arc length of 44.79 feet whose chord bears North 26 degrees 26 minutes 41 seconds West for 44.25 feet;

3) North 45 degrees 51 minutes 25 seconds West a distance of 79.52 feet;

Thence North 44 degrees 21 minutes 21 seconds East a distance of 77.19 feet;

Thence along a non-tangent curve to the right having a radius of 286.14 feet, arc length of 428.19 feet whose chord bears North 88 degrees 15 minutes 55 seconds East for 389.34 feet;

Thence South 38 degrees 56 minutes 55 seconds East a distance of 110.35 feet;

Thence South 39 degrees 28 minutes 37 seconds East a distance of 125.24 feet back to the POINT OF BEGINNING of the Tract herein described, containing 4.890 Acres,

B

more or less and being subject to all Easements, Rights-of-Ways, and restrictions of record or of use.

LEGAL DESCRIPTION TRACT 2:

A Tract of land located in Section 37, Township 17 North, Range 13 West of the Louisiana Meridian, Caddo Parish, Northwestern Land District, Louisiana and more particularly described as follows:

BEGINNING at a point 45 feet and East of the Top Bank on the East side of Caddo Levee District Drainage Ditch/Lateral C-8 located South and West of Harts Island Road also being known as East Kings Highway, point having grid coordinates established by the North American Datum of 1983 (2011) of Northing 703061.02 and Easting 2911921.75;

Thence along a non-tangent curve to the right having a radius of 658.09 feet, arc length of 273.95 feet whose chord bears South 25 degrees 52 minutes 44 seconds East for 271.97 feet to the North edge of a gravel drive;

Thence along said gravel drive edge the following Two (2) Courses:

- 1) South 85 degrees 28 minutes 43 seconds West a distance of 243.80 feet;
- 2) along a non-tangent curve to the left having a radius of 509.11 feet, arc length of 96.05 feet whose chord bears South 80 degrees 12 minutes 53 seconds West for 95.91 feet to a point 45 feet from the East top bank of said Drainage Ditch;

Thence North 37 degrees 59 minutes 22 seconds East a distance of 355.55 feet back to the **POINT OF BEGINNING** of the Tract herein containing 1.028 Acres, more or less and being subject to all Easements, Rights-of-Ways, and restrictions of record or of use.



NOTE: IF DIMENSIONS ARE LESS THAN 1/8" OR MORE, IT IS A REDUCED PRINTING. SCALE INDICATED ACCORDINGLY.

		CONCEPT PLAN NO. 2	PROJECT PARKING LOT at LSUS / BYRD BASEBALL COMPLEX LSUS CAMPUS - SHREVEPORT, LA	GRAPHIC SCALE HORIZONTAL SCALE: 1"=50'	NOTES 	SCALE PRELIMINARY <small>THIS DOCUMENT IS NOT TO BE USED FOR CONSTRUCTION. NO PART OF THIS DOCUMENT SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CIVIL DESIGN GROUP, L.L.C.</small>	 CIVIL DESIGN GROUP, L.L.C. <small>A PROFESSIONAL ENGINEERING COMPANY</small> <small>MEMBER FIRM OF THE CIVIL ENGINEERING BOARD OF SHREVEPORT, LA</small>	PROJECT NUMBER 15004 DATE JANUARY 2009 CHECKED GNC DRAWN GNC <div style="text-align: right; font-size: 1.2em;">1 of 1</div>

C



Board of Supervisors

Request from LSU Health Sciences Center - New Orleans to Approve an Intent to Lease Agreement between the LSU Health Foundation and the LSU Board of Supervisors for the Lease of a Portion of the Lion's Eye Center Building

Date: October 23, 2020

1. Bylaw Citation

Pursuant to Article VII, Section 1

C. Lease of Immovable Property

2. Summary of Matter

The LSU Health Sciences Center - New Orleans ("LSUHSC-NO") proposes to enter into an Intent to Lease Agreement with the LSU Health Foundation, New Orleans ("Foundation") for space on the first floor of the Lion's Eye Center Building. This space is designated as an LSU Health Medical Innovation Incubator, as approved by the Board at its September 8, 2017 meeting, and pursuant to La. R.S. 17:3361(A)(6).

The purpose of the Agreement is to provide an outline of the process and guidelines that the Foundation intends to observe in connection with the selection of vendors and the negotiation of proposed agreements with subleasee(s) for the redevelopment of several unused buildings in the New Orleans Medical District area, and specifically the LION'S EYE BUILDING pursuant to the Board Resolution of September 8, 2017 and returning these buildings to commerce mixed use properties generally supporting the University's students, residents, faculty, staff, visitors and the general public and for such other uses as are consistent therewith to support the University's mixed uses, related services and other missions and functions of the University. If an agreement is reached between the Foundation and a subleasee(s) that is acceptable to LSU, LSU intends to lease to the Foundation the following described property; as such property is more fully described further in EXHIBIT "A", hereto LIONS EYE BUILDING, bearing a municipal address of 2020 Gravier Street, New Orleans, LA 70112.

The Foundation will develop a process to manage the development of the project, which is expected to involve the following:

- A. With the consent of the University, the Foundation will seek proposals for subleasees with significant experience in similar projects.
- B. Based on the above outlined process, the Foundation, with the University's approval, will select one or more subleasee(s) possessing significant experience in similar projects, which the Foundation will negotiate one or more proposed agreements.

Once confected, the final Lease Agreement between the Foundation and the LSU Board of Supervisors (LSU Board) will be submitted to the Foundation's Board of Directors and, following approval by the Foundation's Board of Directors, to the LSU Board (and any other agencies required by law) for review and approval. Any subsequent amendments to the Lease Agreement shall follow the same review and approval process.

3. Review of Business Plan

Not applicable until such a time as Foundation proposes the project presented by the Sublessee(s).

4. Fiscal Impact

Not applicable.

5. Description of Competitive Process

Not applicable until such time as the Foundation solicits bids from qualified vendors to develop the Properties.

6. Review of Legal Documents

The final Intent to Lease Agreement will be reviewed by the LSU Office of General Counsel prior to signature by Interim President Galligan or his designee.

7. Parties of Interest

All parties relevant to the approval of this agreement do not have any related interest in the agreement nor will they receive financial gain from this approval.

8. Related Transactions

Not applicable.

9. Conflicts of Interest

None.

10. Attachments

1. Intent to Lease Agreement, with property descriptions, and campus map with property location (Exhibit "A")
2. Letter from Chancellor Larry Hollier, MD
3. Request to Board from LSU Health Sciences Center – New Orleans to Designate Space as the LSU Health Medical Device Innovation Incubator, of September 8, 2017

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize Thomas C. Galligan, Jr., Interim President, or his designee or successor, to approve the proposed Intent to Lease Agreement (“Agreement”) with the LSU Health Foundation, New Orleans (“Foundation”) for space in the Lions Eye Building as a Medical Innovation Incubator pursuant to the Board Resolution of September 8, 2017.

BE IT FURTHER RESOLVED that Thomas Galligan, Jr., Interim President, or his designee or successor, be and he is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel, to include in the Agreement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.

INTENT TO LEASE AGREEMENT FOR A PORTION OF THE FIRST FLOOR OF THE LSU HEALTH SCIENCES CENTER – NEW ORLEANS LIONS EYE BUILDING

Between

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE

and

LSU HEALTH FOUNDATION, NEW ORLEANS

THIS INTENT TO LEASE AGREEMENT FOR THE LSU HEALTH SCIENCES CENTER-NEW ORLEANS, LIONS EYE CENTER BUILDING (herein "Agreement") is entered into effective as of the ____ day of _____, 2020 (the "Effective Date"), by and between

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, a public constitutional corporation organized and existing under the Constitution and laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, said State, appearing herein through Donna Torres, Interim Vice President for Finance and Administration and Chief Financial Officer of Louisiana State University, duly authorized and empowered by said Board of Supervisors (hereinafter referred to as the "LSU Board"),

and

LSU HEALTH FOUNDATION, NEW ORLEANS, a private nonprofit Louisiana corporation having a principal place of business located at 2000 Tulane Avenue, New Orleans, Louisiana, 70112, and represented by Matt Altier, its duly authorized and empowered President and Chief Executive Officer (hereinafter referred to as "Foundation"), provides as follows:

LSU Board and the Foundation are sometimes collectively referred to as the "Parties" and individually as a "Party."

WHEREAS, the LSU Board is a public constitutional corporation organized and existing under the laws of the State of Louisiana, and Louisiana State University Health Sciences Center at New Orleans (the "University") is an institution under the LSU Board's supervision and management pursuant to La. R.S. 17:3215;

WHEREAS, the Foundation is a private, non-profit corporation organized and existing under the Louisiana Non-Profit Corporation law (La. R.S. 12:201, *et seq.*) whose purpose includes the support of and benefit for the educational, scientific, research and public service missions of the University;

WHEREAS, pursuant to La. R.S. 17:3361, *et seq.*, the LSU Board is authorized to lease to the Foundation any portion of the campus of the University;

WHEREAS, the LSU Board and the Foundation seek to further the mission and functions of the LSU Board through the redevelopment of the unused portion of the first floor of the Lions Eye Building in the New Orleans Medical District area and returning this space to commerce as a medical device business incubator pursuant to a board resolution dated September 8, 2017.

WHEREAS, the LSU Board and the Foundation have agreed to enter into this Intent to Lease to outline the proposed relationship of the Parties and the Project.

NOW THEREFORE, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to provide an outline of the process and guidelines that the Foundation intends to observe in connection with the selection of vendors and the negotiation of proposed agreements with one or more sublessee(s) for the redevelopment of several unused buildings in the New Orleans Medical District area and returning these buildings to commerce mixed use properties generally supporting the University's students, residents, faculty, staff, visitors and the general public and for such other uses as are consistent therewith to support University's mixed uses, related services and other missions and functions of the University (herein the "Project") all as provided in the Board Resolution of September 8, 2017.. If an agreement is reached between the Foundation and a sublessee that is acceptable to the LSU Board, the LSU Board intends to lease to the Foundation the following described property; as such property is more fully described further defined in EXHIBIT "A" hereto LIONS EYE BUILDING, bearing a municipal address of 2020 Gravier Street, New Orleans, LA 70112;

Any such lease shall be for the construction and operation of the Project (as will be more specifically described in any resulting lease agreement) pursuant to the authority of La. R.S. 17:3361, *et seq.* or other applicable law.

2. Process

The Foundation will develop a process to manage the development of the Project. The development phase of the Project is expected to involve the following:

A. The Foundation will submit proposals for sublessees with significant experience in projects similar to the Project.

B. Based on the above outlined process, the Foundation, with the University's approval, will select one or more sublessees possessing significant experience in projects similar to the Project, with which Foundation will negotiate one or more proposed agreements and/or subleases between the Foundation and the sublessee(s).

C. Following approval by the Foundation, the proposed Lease Agreement between the Foundation and the LSU Board will be submitted to the Foundation's Board of Directors and, following approval by the Foundation's Board of Directors, to the LSU Board (and any other agencies required by law) for review and approval.

D. The Lease Agreement to the Foundation shall thereafter govern the relationship between the LSU Board and the Foundation with regard to development pursuant to any Sublease(s).

3. LSU Approvals

Any proposed Lease Agreement relating to the Project and the proposed Sublease(s) shall be subject to final review and approval by the LSU Board and any other agencies required by law; provided, however, that in accordance with applicable LSU Board policies and procedures, the President of LSU or his designee may grant the Foundation and/or any potential sublessee(s) limited and temporary rights of access to the leased area for purposes of performing site assessments and similar activities such as environmental surveys, topographical surveys, utility surveys and soil borings.

Although the parties to any Sublease(s) resulting from this process will be the Foundation and the sublessee(s), no such agreement will be executed by either party until approved by the LSU Board and will not become effective until approved by any other agencies required by law.

4. Financial Responsibility and Support of University

It is intended that all expenses authorized and incurred by the Foundation in connection with the Project shall be the responsibility of the Foundation.

It is further intended that all financial risk and responsibility for the Project shall be borne by the Foundation and the sublessee(s), and neither the LSU Board nor the State of Louisiana shall bear any responsibility, whether directly or indirectly, for the fulfillment of any obligations established pursuant to the terms of any agreements entered into by the Foundation or any sublessee.

The lease of the Leased Premises to the Foundation will provide a source of rental and other revenue for the University. Any such lease to the Foundation will include an agreement by the Foundation and any sublessees to support the educational, scientific, research and public service functions of University.

5. Foundation Records

The Foundation shall be solely responsible for maintaining custody and control of records related to any competitive processes that may be utilized and any responses thereto, for selecting the sublessee(s).

6. Non-Binding Agreement

This Intent to Lease Agreement does not constitute a binding agreement, is not a lease of land or building space to the Foundation and does not obligate the LSU Board to enter into any lease agreement with the Foundation. The Parties hereto will not be bound in any respect unless and until a Lease Agreement and any other agreements contemplated hereby are approved by the LSU Board and signed by all of the Parties hereto.

7. Expiration

The provisions of this Intent to Lease Agreement shall expire and be of no further force and effect at **5:00 p.m. (Baton Rouge time) on December 31, 2020**, unless such date is extended by the mutual written agreement of the parties hereto.

(Signatures on Following Page)

DRAFT

Signature Page for the Intent to Lease Agreement for the LSU Health Sciences Center – New Orleans, Portion of the First Floor of the Lions Eye Building between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and LSU Health Foundation, New Orleans

THUS DONE AND SIGNED, on the dates indicated below and effective as of the Effective Date stated above.

**BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE**

By: _____

Donna Torres
Interim Vice President for Finance and
Administration,
Chief Financial Officer of LSU

Date: _____

LSU HEALTH FOUNDATION, NEW ORLEANS

By: _____

Matt Altier, President, Chief Executive Officer

Date: _____

EXHIBIT "A"

**INTENT TO LEASE AGREEMENT FOR
LIONS EYE BUILDING (STATE ID# 10923)
LEASED PREMISES**

**PROPERTY DESCRIPTION
2020 GRAVIER STREET**

The LSU property to be leased is located on the first floor of the Lions Eye Building

September 2, 2020

The northern portion of square 476 in the First Municipal District, City of New Orleans, Orleans Parish, Louisiana, owned by the LSU A&M Board or Supervisors, is the location of the LSU Health Sciences Center building named the Lions Eye Building. The proposed lease space is located on the first floor.

Figure 1. Existing First Floor Plan with Area to be Renovated Delineated

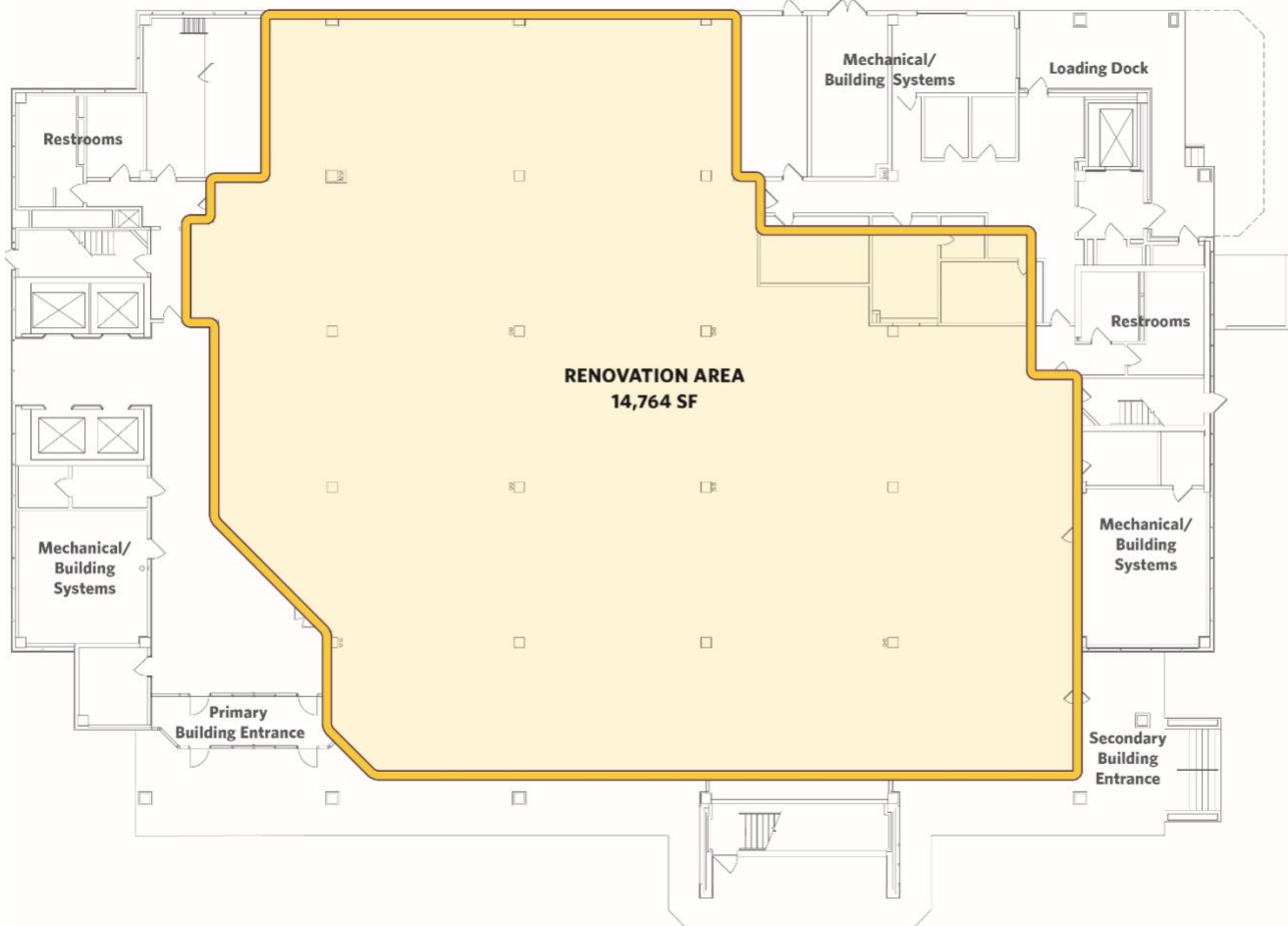
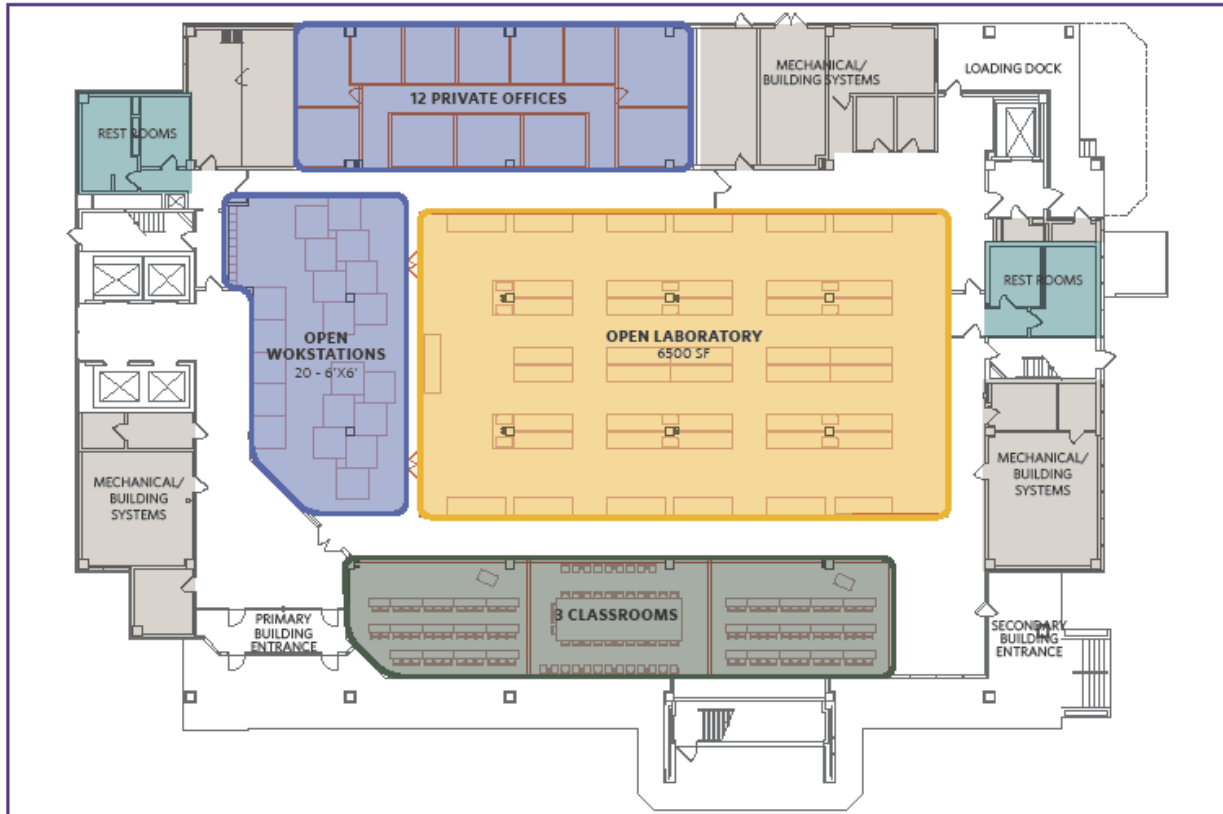


Figure 2. First Floor Plan with Proposed Functional Spaces to be Built-out

PROPOSED FUNCTIONAL FLOOR PLAN





OFFICE OF THE CHANCELLOR

SCHOOL OF ALLIED HEALTH PROFESSIONS
 SCHOOL OF DENTISTRY
 SCHOOL OF GRADUATE STUDIES
 SCHOOL OF NURSING
 SCHOOL OF MEDICINE IN NEW ORLEANS
 SCHOOL OF PUBLIC HEALTH

September 24, 2020

Thomas C. Galligan Jr.
 Interim President
 LSU System Office
 3810 West Lakeshore Drive, Room 107
 Baton Rouge, LA 70808

Re: Request from LSU Health Sciences Center - New Orleans to Approve an Intent to Lease Agreement between the LSU Health Foundation and the LSU Board of Supervisors for the Lease of a Portion of the Lion's Eye Center Building

In accordance with the rules established by the following Bylaws of the Louisiana State University Board of Supervisors, I am submitting the attached proposed lease for Board approval.

The LSU Health Sciences Center – New Orleans (LSUHSC-NO) desires to enter into an Intent to Lease with the LSU Health Foundation. The purpose of this Intent to Lease Agreement is to provide an outline of the process and guidelines that the Foundation intends to observe in connection with the selection of vendors and the negotiation of proposed agreements with one or more sublessee(s) for the redevelopment of several unused buildings in the New Orleans Medical District area and returning these buildings to commerce mixed used properties generally supporting the University's students, residents, faculty, staff, visitors and the general public and for such other uses as are consistent therewith to support University's mixed uses, related services and other missions and functions of the University (herein the "Project"). If an agreement is reached between the Foundation and a sublessee that is acceptable to LSU, LSU intends to lease to the Foundation the following described property; as such property is more fully described further defined in EXHIBIT "A" hereto LIONS EYE BUILDING, bearing a municipal address of 2020 Gravier Street, New Orleans, LA 70112;

The Foundation will develop a process to manage the development of the Project. The development phase of the Project is expected to involve the following:

- A. With the consent of University, the Foundation will seek proposals for one or more sublessees with significant experience in projects similar to the Project.
- B. Based on the above outlined process, the Foundation, with the University's approval, will select one or more sublessees possessing significant experience in projects similar to the Project, with which Foundation will negotiate one or more proposed agreements and/or subleases between the Foundation and the sublessee(s).

C. Following approval by the Foundation, the proposed Lease Agreement between the Foundation and the LSU Board will be submitted to the Foundation's Board of Directors and, following approval by the Foundation's Board of Directors, to the LSU Board (and any other agencies required by law) for review and approval.

D. The Lease Agreement to the Foundation shall thereafter govern the relationship between the LSU Board and the Foundation with regard to development pursuant to any Sublease(s)

Any proposed Lease Agreement relating to the Project and the proposed Sublease(s) shall be subject to final review and approval by the LSU Board and any other agencies required by law; provided, however, that in accordance with applicable LSU Board policies and procedures, the President of LSU or his designee may grant the Foundation and/or any potential sublessee(s) limited and temporary rights of access to the leased area for purposes of performing site assessments and similar activities such as environmental surveys, topographical surveys, utility surveys and soil borings.

It is intended that all expenses authorized and incurred by the Foundation in connection with the Project shall be the responsibility of the Foundation. It is further intended that all financial risk and responsibility for the Project shall be borne by the Foundation and the sublessee(s), and neither the LSU Board nor the State of Louisiana shall bear any responsibility, whether directly or indirectly, for the fulfillment of any obligations established pursuant to the terms of any agreements entered into by the Foundation or any sublessee.

The lease of the Leased Premises to the Foundation will provide a source of rental and other revenue for the University. Any such lease to the Foundation will include an agreement by the Foundation and any sublessees to support the educational, scientific, research and public service functions of University.

LSUHSC-NO is respectfully requesting approval of this Intent to Lease. I certify to the best of my knowledge that I have provided all necessary documentation and am seeking your review and favorable consideration. Thank you for your assistance.

Respectfully yours,



Larry Hollier, MD
Chancellor

Enclosures



Board of Supervisors

Request from Pennington Biomedical Research Center to Amend the 2021-2022 Five-Year Capital Outlay Budget Request and First Year Prioritized Categories for Louisiana State University

Date: October 23, 2020

1. Bylaw Citation

Pursuant to Article VII, Section 2 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a “significant board matter”.

- A. Board approval of any capital outlay request or item, or approval of an operating budget, shall not be considered direct or indirect approval of any program or action, or authority to anyone to proceed in undertaking such matter, unless such matter relating to an approved capital outlay is separately and expressly approved by the Board after full compliance, review, and specific approval by the Board or President.
- B. Capital outlay prioritization must be approved by the Board or by the Executive Committee.

2. Summary of Matter

At the September 11, 2020 meeting, the Board of Supervisors approved the FY 2021-2022 Capital Outlay Budget Request for Louisiana State University in accordance with state law and established procedures.

Pennington Biomedical Research Center requests the “Replacement of Underground Chilled Water & Hot Water Piping, Both Supply & Return” project be included in the FY 2021-2022 Capital Outlay Budget Request. State funds will be requested to cover the approximate total project cost of approximately \$3,504,600.

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

Not applicable.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

Not applicable.

7. Parties of Interest

Not applicable.

8. Related Transactions

Not applicable.

9. Conflicts of Interest

Not applicable.

10. Attachments

1. Letter of Support-Executive Director John P. Kirwin
2. Henry C. Eyre, Jr. PE, Inc. Budget Estimate

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that the FY 2021-2022 Five-Year Capital Outlay Budget Request and First Year Prioritized Categories for Louisiana State University be amended to include the project listed below and make technical adjustments to the capital outlay documents to reflect the inclusion of this project:

Pennington Biomedical Research Center

Project Title: Replacement of Underground Chilled Water & Hot Water Piping, Both Supply & Return

Total Project Cost: \$3,504,600 State Funds



September 25, 2020

Thomas Galligan
 Interim President, Louisiana State University
 3810 West Lakeshore Drive
 Baton Rouge, LA 70808

Dear President Galligan,

We are writing to request an addition to our Capital Outlay budget request submission for FY 2021-2022. Although the deadline for submission was July 15, 2020, we recently experienced a series of failures in underground water lines that were installed over 30 years ago.

Pennington Biomedical has a significant series of over 14,000 linear feet of water lines that have begun to fail due to age, and it is clear that over the next year to two years, these water lines will continue to fail, causing disruption of chilled and hot water systems. In a clinical research environment such disruptions create health and safety dangers for our patients and study participants. It is also clear that disruptions of this kind will lead to loss of critical experiments and data, some of which it is reasonable to say will be irreplaceable and will lead to loss of research grants and competitiveness for grant and contract renewals.

We have prepared a preliminary budget estimate (see attached) to replace these underground lines with non-corrosive HDPE polyethylene piping. The construction budget estimate for this piping replacement is \$2,754,832.22. For our revised Capital Outlay submittal, the total project estimate would be: \$2,755,000 (Engineer's Construction Estimate) + \$165,300 (6% FP&C Administrative Fee) = \$2,920,300 (C.O. Construction Estimate) + \$292,030 (Planning - 10% C.O. Construction estimate) + \$292,030 (Contingency – 10% C.O. Construction estimate) = **\$3,504,360** (C.O. Request).

With your acknowledgement, we are prepared to submit, via eCORTS, this addition to our FY 2021-2022 Capital Outlay submission.

Please let me know if you have any questions, or if you need any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "John P. Kirwan".

for: John P. Kirwan, PhD
 Executive Director

c: Guy LaVergne, PBRC Associate Executive Director of Operations
 Tony Lombardo, LSU Associate Vice President, Facility & Property Oversight
 Danny Mahaffey, LSU Assistant Vice President, University Architect



September 16, 2020

Pennington Biomedical Research Center
6400 Perkins Road
Baton Rouge, LA 70808

Re: Chilled and Heating Hot Water Replacement
Pennington Biomedical Center
Baton Rouge, Louisiana
HCE Project No. 220053

Attn: Mr. Jerry Blanchard

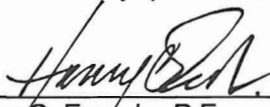
Dear Jerry,

We have inspected and reviewed the existing condition of the piping along with the current water leaks that are occurring on campus. We are in agreement that these sections of piping need to be replaced and recommended their replacement.

Based on existing drawings, we have prepared a preliminary construct estimate to replace this piping. We have prepared two (2) estimates, one to replace the existing piping with pre-insulated Schedule 40 steel piping and the other to replace the piping with Schedule 40 HDPE pre-insulated polyethylene piping. The estimates are attached (Excel format) and are as follows:

HDPE PIPING - \$2,754,832.22
STEEL PIPING - \$3,207,518.96

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



Henry C. Eyre Jr., P.E.
Consulting Engineer

Pre-insulated Piping Cost - Pennington

Pre-insulated HDPE pipe (plastic)								
	Length	cost per foot	no. of fittings	cost per fitting	cost coupling kit	No of kits	Total	
Section "A" Building F to Building G - Main Header								
Piping -Material w/ 10% waste								
6" pipe	3600	\$ 27.00	72	435	38	180	\$ 148,896.00	
8" pipe	3600	\$ 37.00	72	625	44	180	\$ 204,732.00	
	Length	cost per foot	Demolition					
Trenching	1800	\$ 48.00	\$ 22.00				\$ 403,200.00	
Bedding	7200	\$ 8.00					\$ 57,600.00	
Piping - Labor								
	length	cost per weld						
6" pipe	3600	\$ 175.00					\$ 31,500.00	
8" pipe	3600	\$ 250.00					\$ 45,000.00	
Sub-total							\$ 890,928.00	
Section "B" Main Header to Building J								
Piping -Material w/ 10% waste								
3" pipe	1240	\$ 19.00	32	325	38	62	\$ 39,947.60	
	Length	cost per foot	Demolition					
Trenching	310	\$ 48.00	\$ 22.00				\$ 69,440.00	
Bedding	1240	\$ 8.00					\$ 9,920.00	
Piping - Labor								
	length	cost per weld						
3" pipe	1240	\$ 150.00					\$ 9,300.00	
Sub-total							\$ 128,607.60	
Section "C" Main Header to Building H								
Piping -Material w/ 10% waste								
6" pipe	650	\$ 27.00	96	435	44	32.5	\$ 66,814.00	
	Length	cost per foot	Demolition					
Trenching	650	\$ 48.00	\$ 22.00				\$ 145,600.00	
Bedding	2600	\$ 8.00					\$ 20,800.00	
Piping - Labor								
	length	cost per weld						
6" pipe	650	\$ 175.00					\$ 5,687.50	
Sub-total							\$ 238,901.50	
Section "D" Building F to Building L								
Piping -Material w/ 10% waste								
8" pipe	1100	\$ 37.00	72	625	24	55	\$ 95,722.00	
12" pipe	1100	\$ 85.00	72	1850	24	55	\$ 250,822.00	
	Length	cost per foot	Demolition					
Trenching	1100	\$ 48.00	\$ 22.00				\$ 246,400.00	
Bedding	4400	\$ 8.00					\$ 35,200.00	
Piping - Labor								
	length	cost per weld						
8" pipe	1100	\$ 250.00					\$ 13,750.00	
12" pipe	1100	\$ 475.00					\$ 26,125.00	
Sub-total							\$ 668,019.00	
Total - Sections A, B, C & D								
							\$ 1,926,456.10	
Discussed with a contractor - complication factor = 30% (conservative)							\$601,748.51	
Sub-total							\$ 2,504,392.93	
10% O&P							\$260,757.68	
Total							\$ 2,754,832.22	

Pre-insulated Piping Cost - Pennington

Pre-insulated STEEL pipe	Length	cost per foot	no. of fittings	cost per fitting	cost coupling kit	No of kits	Total
Section "A" Building F to Building G - Main Header							
Piping -Material w/ 10% waste							
6" pipe	3600	\$ 33.00	72	524	38	180	\$ 179,704.80
8" pipe	3600	\$ 47.00	72	746	44	180	\$ 253,915.20
	Length	cost per foot	Demolition				
Trenching	1800	\$ 48.00	\$ 22.00				\$ 403,200.00
Bedding	7200	\$ 8.00					\$ 57,600.00
Piping - Labor							
	length	cost per 8'	cost per 5'				
6" pipe	3600	\$ 177.00					\$ 79,650.00
8" pipe	3600		\$ 285.00				\$ 205,200.00
Sub-total							\$ 1,179,270.00
Section "B" Main Header to Building J							
Piping -Material w/ 10% waste							
3" pipe	1240	\$ 24.00	32	380	38	62	\$ 48,703.60
	Length	cost per foot	Demolition				
Trenching	310	\$ 48.00	\$ 22.00				\$ 69,440.00
Bedding	1240	\$ 8.00					\$ 9,920.00
Piping - Labor							
	length	cost per 8'	cost per 5'				
3" pipe	1240	\$ 125.00					\$ 19,375.00
Sub-total							\$ 147,438.60
Section "C" Main Header to Building H							
Piping -Material w/ 10% waste							
6" pipe	650	\$ 33.00	96	524	44	32.5	\$ 80,502.40
	Length	cost per foot	Demolition				
Trenching	650	\$ 48.00	\$ 22.00				\$ 145,600.00
Bedding	2600	\$ 8.00					\$ 20,800.00
Piping - Labor							
	length	cost per 8'	cost per 5'				
6" pipe	650	\$ 177.00					\$ 14,381.25
Sub-total							\$ 261,283.65
Section "D" Building F to Building L							
Piping -Material w/ 10% waste							
8" pipe	1100	\$ 47.00	72	524	24	55	\$ 99,822.80
12" pipe	1100	\$ 47.00	72	746	24	55	\$ 117,405.20
	Length	cost per foot	Demolition				
Trenching	1100	\$ 48.00	\$ 22.00				\$ 246,400.00
Bedding	4400	\$ 8.00					\$ 35,200.00
Piping - Labor							
	length	cost per 8'	cost per 5'				
8" pipe	1100		\$ 285.00				\$ 62,700.00
12" pipe	1100		\$ 425.00				\$ 93,500.00
Sub-total							\$ 655,028.00
Total - Sections A, B, C & D							
							\$ 2,243,020.25
Discussed with a contractor - complication factor = 30% (conservative)							\$601,748.51
Sub-total							\$ 2,915,926.33
10% O&P							\$260,757.68
Total							\$ 3,207,518.96



Board of Supervisors

AFFILIATED ORGANIZATION & OVERSIGHT COMMITTEE



Board of Supervisors

Recommendation to Approve an Affiliation Agreement with the LSU at Alexandria Foundation

Date: October 23, 2020

1. Bylaw Citation

Pursuant to Article VII, Section 1

- J. Any affiliation agreement with a private non-profit foundation formed to support the programs, facilities, and research and educational opportunities offered by one or more campuses of the University, or the University as a whole.

2. Summary of Matter

At its March 6, 2020 meeting, the Board of Supervisors approved a new Uniform Affiliation Agreement (UAA) template. The affiliation agreement outlines the general duties and responsibilities of both the University and the Affiliate. The template approved in March made a number of revisions and edits to the agreement, including providing for a more transparent and straightforward procedure to monitor compliance with the terms of the agreement. The university is now recommending approval of affiliation agreements with existing affiliates in the new UAA template.

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

There is no fiscal impact expected from the amended Affiliation Agreement.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

Not applicable.

7. Parties of Interest

LSU and the LSUA Foundation.

8. Related Transactions

Not applicable.

9. Conflicts of Interest

Not applicable.

10. Attachments

1. Affiliation Agreement with the LSUA Foundation

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors authorizes the President to execute the affiliation agreement with the LSU at Alexandria Foundation, as presented.

Uniform Affiliation Agreement

This Agreement is made and entered into on the 22nd day of Sept., 2020, between the Board of Supervisors of Louisiana State University Agricultural and Mechanical College ("University") and LSUA Foundation ("Affiliate").

WHEREAS, as stated in La. R.S. 17:3390(A), the Legislature has found and University recognizes that private, nonprofit organizations under the direction and control of private individuals who support institutions of higher education are effective in obtaining private support for those institutions;

WHEREAS, as further stated in La. R.S. 17:3390(A), the Legislature encourages higher education management boards and institutions to promote the activities of alumni associations, foundations, and other private, nonprofit organizations that raise private funds for the support of public institutions of higher education;

WHEREAS, after considering the proposed mission and purpose of Affiliate, University has determined that Affiliate's activities will support or enhance one or more of the programs, facilities, research and educational opportunities offered by University;

WHEREAS, because of the close association of Affiliate with the University, it is prudent and beneficial to have a clear statement, agreed upon by the parties, of the respective responsibilities, requirements, authority, and relationship of the University and Affiliate while preserving the private and independent legal status of the Affiliate:

1. Affiliate Purpose and Status

- 1.1 Affiliate's purpose(s) shall be as defined in the Affiliate's Articles of Incorporation. All actions taken by Affiliate shall be consistent with and in furtherance of its stated purpose(s), and such actions shall likewise be consistent with the institutional mission and activities of University as defined by the University. In order to prevent the unnecessary duplication of activities among University affiliates, any proposed material change in Affiliate's authorized purpose(s) must be approved in advance and in writing by the President of LSU. Requests for approval of such changes in purpose shall be submitted to LSU's Executive Vice President for Finance and Administration and CFO ("LSU Executive Vice President") with a copy delivered to the Chair of the Board of Supervisors.
- 1.2 Unless waived in writing, Affiliate shall provide at least 30 days advance written notice to the LSU Executive Vice President of any proposed material change in Affiliate's Articles of Incorporation or Bylaws.
- 1.3 Affiliate has been formed as a private non-profit Louisiana organization, and has been recognized as and shall maintain its status as an organization exempt from taxation under Section 501(c) of the Internal Revenue Code.
- 1.4 Affiliate is a separate legal entity from University. Nothing in this Agreement shall be construed as to invalidate or restrict Affiliate's private and independent legal status.

2. Governance

- 2.1 To ensure that Affiliate's status as a private entity is recognized and maintained in accordance with La. R.S. 17:3390(B), Affiliate shall meet the following criteria:
 - 2.1.1 Affiliate shall be under the management and control of a board of directors ("Affiliate's Board") elected by the members or shareholders of Affiliate.
 - 2.1.2 A majority of the voting members of Affiliate's Board shall consist of individuals who are not members or employees of a Louisiana higher education management board; and,
 - 2.1.3 Affiliate shall reimburse, either directly or in-kind, the cost of housing, personnel, and other support furnished to Affiliate by any institution of higher education.
- 2.2 Members of Affiliate Boards
 - 2.2.1 The President of LSU, or his designee, shall be a non-voting *ex officio* member of Affiliate's Board and of the Executive Committee of such Board (or equivalent). To promote compliance with Affiliate's policy on conflicts of interest, and ensure that appropriate disclosures are made and facilitate an understanding of Affiliate's business, the President of LSU will provide Affiliate with reasonable advance notice identifying individuals designated to attend meetings in his place and will endeavor to utilize a single individual as his designee.
 - 2.2.2 The Chairman of the Board of Supervisors, in consultation with members of the Board of Supervisors and Chairman of the Affiliate Board, shall have the right to recommend a list of members of the Board of Supervisors as potential candidates to Affiliate for election to Affiliate's Board as non-voting members. Affiliate agrees that at all times, excluding instances associated with temporary vacancies created by death, resignation or similar causes, at least one member of its Board, shall be elected from the recommended candidates.
 - 2.2.3 Designation of the President of LSU (or his designee) and Affiliate's election of an individual nominated by the Chairman of the Board of Supervisors to serve as a member of Affiliate's Board and/or Executive Committee is not intended to and shall not be deemed a waiver of the privileges and immunities granted Affiliate pursuant to La. R.S. 17:3390.
- 2.3 If the Affiliate is in primary support of a single campus or institution, the Chancellor or equivalent shall, at a minimum, be given notice of and the ability to attend and participate as a non-voting, *ex officio* member in meetings of the Affiliate's Board and Executive Committee.
- 2.4 Members of the Board of Directors and the Executive Committee shall have reasonable access to all books and records of Affiliate in accordance with its generally applicable confidentiality and non-disclosure policies, provided that members who are or may be deemed "public servants," as defined in La. R.S. 42:1102(19), shall not have legal custody of Affiliate's books and records. Requests for access to books and records shall be made via written request directed to Affiliate's Chief Executive Officer.

3. General Duties and Responsibilities of Affiliate

- 3.1 Operate Affiliate for primary benefit of University in accordance with Affiliate's Articles of Incorporation and tax-exempt purpose.
- 3.2 Support and promote the mission and activities of the University.
- 3.3 Affiliate shall establish and enforce policies to identify and manage potential conflicts of interest and ensure that Affiliate's assets do not directly or indirectly unduly benefit any individual or other person.
- 3.4 Solicit and accept things of value of all kinds consistent with applicable law.
- 3.5 Receive, hold, invest, administer, manage, distribute and provide good stewardship of gifts and bequests in accordance with donor intent, applicable law and applicable University and Affiliate policies and procedures.
- 3.6 Expend funds for the establishment and operation of Affiliate and for any reasonable expenses incidental to the conduct of the affairs of Affiliate.
- 3.7 Within 120 days following the close of Affiliate's fiscal year, unless an extension is granted by the LSU Executive Vice President, submit the annual Affiliate Compliance Certificate (Exhibit A) and materials referenced therein, to the LSU Executive Vice President.
- 3.8 Subject to any limitations imposed by contracts among the University and third parties and applicable University policies, the Affiliate may be granted the right by University to utilize its "licensed marks" on a royalty free basis for its activities in support of LSU. Affiliate must adhere to the Louisiana State University Brand Identity.
- 3.9 University is an equal opportunity/access institution committed to diversity and inclusiveness in procurement. Affiliate is encouraged to reflect the spirit of this commitment in its business practices by: (a) participating in and encouraging major suppliers to participate in LSU sponsored outreach programs for small businesses as well as minority, women and veteran owned businesses ("DBEs"); (b) creating awareness among its suppliers that University and Affiliate encourage suppliers to make reasonable and prudent efforts to identify and provide competitive opportunities for participation by DBEs; and, (c) making reasonable and prudent efforts consistent with its unique needs as well as its fiduciary and good stewardship obligations, to identify and provide competitive opportunities for DBEs to participate in Affiliate's procurement opportunities. To assist Affiliate in its efforts, the University will make the resources of its Supplier Diversity program, including but not limited to lists of registered DBE's, personnel and information on best practices, available to Affiliate.

4. General Duties and Responsibilities of University

- 4.1 Support and promote the purpose and activities of Affiliate and encourage the donation of private funds to Affiliate;
- 4.2 Avoid action that would undermine Affiliate's status as a private entity, maintain the confidentiality of donor records and the private nature of Affiliate's books and records to the extent allowed by law;

- 4.3 Accept funds made available by Affiliate, provide good stewardship of gifts once received by University and utilize funds received from Affiliate in a manner consistent with University's mission, terms and conditions imposed by testators and donors, applicable law, this Agreement and University policy; and,
- 4.4 Make available to Affiliate, at University's sole discretion, appropriate facilities, personnel, or other support pursuant to the provisions of La. R.S. 17:3390(B)(3) and as otherwise permitted by law.

5. Records, Internal Controls and Funds Management

- 5.1 Recognizing the need to preserve the public trust and guard against the appearance of impropriety in its activities, Affiliate shall adopt, maintain, and enforce necessary and appropriate policies, procedures and internal controls, including policies on conflicts of interest, required for the conduct of its business in accordance with applicable law, the terms of this Agreement, applicable University policies and procedures and best practices for similar nonprofit organizations.
- 5.2 The books and records of Affiliate shall be kept in accordance with customary and current accounting standards. For the preparation of reports required by this section of this Agreement, an external accountant and/or auditor engaged to conduct such reports shall be selected from among the most recent list of certified public accountants maintained by the Louisiana Legislative Auditor.
- 5.3 In connection with its annual financial audit, Affiliate shall: (a) provide its auditors with a copy of this Agreement including all exhibits, schedules, and other attachments; (b) provide its auditors with access to all documents and other information relevant to this Agreement; (c) require Affiliate's chief executive officer to represent to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of this Agreement; and, (d) rotate audit partners or firms at least every five years.
- 5.4 On a biennial basis, to commence in an Affiliate's fiscal year (commencing on or following execution of this Agreement by Affiliate) designated by the Executive Vice President, or on an annual basis if requested in writing by the LSU Executive Vice President for good cause shown, Affiliate shall separately engage an Independent Accountant (which may be the same firm conducting its financial statement audit) to perform various procedures necessary to issue an Agreed Upon Procedures report concerning items included in the Schedule of Agreed - Upon Procedures for Verification of Affiliate Compliance (Exhibit D).
- 5.5 Affiliate shall provide to the LSU Executive Vice President within 120 days of the close of Affiliate's fiscal year: (a) its audited financial statements; and (b) its Agreed Upon Procedures report. At the request of the LSU Office of Internal Audit, Affiliate and its independent auditors shall arrange to meet with representatives from the LSU Office of Internal Audit to review written findings and/or the Agreed Upon Procedures report.
- 5.6 Affiliate shall evaluate and, where appropriate, take corrective action to remedy material and substantial audit findings. Material and substantial audit findings which have not either been

(a) resolved by management or, where appropriate, through corrective action within ninety (90) days following issuance of the annual audit, or (b) in cases where corrective action is appropriate, corrective action reasonably designed to resolve the issue has not been taken within ninety (90) days following issuance of the annual audit, shall be reported to the Audit Committee of the Board of Supervisors in writing.

5.7 Pursuant to a separate written Funds Management Agreement authorized and executed by University and Affiliate, University may in its discretion agree to deliver and Affiliate may agree to accept for deposit with Affiliate funds which have been donated to the University by private individuals or entities or which have been provided from the state to the University pursuant to the Board of Regents Support Fund or other programs.

6. Certain Disbursements and Other Transactions

6.1 All disbursements by Affiliate for administrative and operating expenses shall be in accordance with policies adopted by Affiliate's Board and in accordance with its annual budget, as modified by policies and procedures adopted by Affiliate's Board. Such policies shall provide for sound and prudent business practices, the payment or reimbursement of ordinary, necessary and reasonable business expenses, and shall address the content of this Agreement.

6.2 Affiliate shall not undertake the disbursements and transactions described on Exhibit B, other than transactions and disbursements involving operational and business management matters of Affiliate itself, without first obtaining a determination of acceptable University purpose from the appropriate University authority.

6.3 No donation requiring a determination of acceptable University purpose shall be publicized or otherwise disclosed by Affiliate prior to acceptance of any conditions or obligations by the University's Board or President of LSU in accordance with University policies and procedures.

6.4 Requests for a determination of acceptable University purpose shall be submitted to the President of LSU or to the Board through the President as may be appropriate by the Chancellor (or equivalent) of the campus or institution for whose benefit the action is proposed, in accordance with the procedures set forth in University procedures. Any submission shall include a specific recommendation from the Chancellor or equivalent demonstrating that the proposed transaction is in support of the University and its mission.

6.5 Absent exceptional circumstances and written approval by the Chancellor (or equivalent) and President (or designee), supplemental compensation or benefits to a University employee shall be paid through the University, not directly by Affiliate to the employee. For purposes of this section, supplemental compensation or benefits shall mean all compensation or benefits in addition to the base university compensation and benefits approved by the Board of Supervisors for duties performed by the employee for the University.

6.6 To ensure compliance with La. R.S. 17:3390(F), payments of over one thousand (\$1,000) dollars for any single transaction to, or on behalf of, or to reimburse the expense of a public employee of a public higher education institution or a public employee or officer of a management board of a public higher education institution shall be periodically reviewed and

approved by the Board of Supervisors in accordance with applicable policies and procedures. Affiliate may pay or reimburse such transactions pending approval by the Board, provided that any such payments or reimbursements subsequently disapproved by the Board shall be reimbursed to the Affiliate by the public employee or officer within ninety (90) days of such disapproval.

7. Prohibited Expenditures, Advisory Opinions

- 7.1 University, its employees and administrators shall not request the expenditure of funds and Affiliate shall not expend funds for any of the purposes described in section 2 of Exhibit C either directly or through reimbursement.
- 7.2 Where there is doubt about the reasonableness or validity of a proposed expenditure or transaction, or the procedure by which such expenditure or transaction should be reviewed, the Chancellor or equivalent, or legal counsel for Affiliate, shall seek an advisory opinion from the President, through the LSU Executive Vice President. Where appropriate, the President may refer the question to the Board of Supervisors for a decision. The President may adopt guidelines to facilitate the provisions of this sub-section.

8. Funds Management Agreements/Commitment of University Funds

- 8.1 With the written consent of the LSU Executive Vice President, Affiliate may enter into one or more agreements ("Funds Management Agreements") with other affiliates of University (that is, other non-profit organizations which are recognized pursuant to University policy) so that one affiliate will manage the funds of another affiliate. In such event, the affiliate which is agreeing to manage the funds of the other affiliate shall be known as the "Funds Owner" while the affiliate transferring the funds shall be known as the "Funds Manager."
- 8.2 Unless otherwise specifically provided for in the Funds Management Agreement, the Funds Manager shall have no internal control or audit responsibilities with respect to the Funds Owner; provided, however, that the Funds Manager shall cooperate with the Funds Owner's management and auditors with respect to such matters.
- 8.3 Where Affiliate enters into a Funds Management Agreement with an organization that has not executed an Affiliation Agreement with University, such Funds Management Agreements shall:
 - 8.3.1 Require that the funds of the Funds Owner be included in either (a) the Funds Manager's annual audit conducted pursuant to La. R.S. 17:3390 or, (b) if the Funds Manager is exempt from annual audit requirements pursuant to R.S. 17:3390, an exemption certificate and a sworn financial statement in accordance with La. R.S. 17:3390D(3)(a)-(c).
 - 8.3.2 Notify the Funds Owner of the requirements of La. R.S. 17:3390(D).
- 8.4 In connection with transactions requiring the commitment of material University resources (including the transfer of University funds), the Affiliate will enter into a written agreement outlining the structure or details of each specific transaction, excluding routine transactions;

the obligations of Affiliate, University, and any other parties; the public purpose to be achieved from such transaction; and, either a reasonable expectation that benefits to the University resulting from the transaction will equal or exceed the value of funds provided by the University or an affirmation that the value of the University funds committed to the transaction will be reimbursed, either directly or through in-kind services in accordance with the requirements of La. R.S. 17:3390(B)(3).

- 8.5 Upon written request from the LSU Executive Vice President, Affiliates that are exempt from annual audit requirements pursuant to La. R.S. 17:3390, may be required to submit a financial audit or agreed to procedures report acceptable to the University conducted in accordance with generally accepted auditing standards by an independent professional auditor or, at Affiliate's option, LSU Internal Audit personnel. In connection with any audit or agreed to procedures conducted pursuant to this section, Affiliate shall: (a) provide its auditors with a copy of this Agreement; (b) provide its auditors with access to all documents and other information relevant to this Agreement; and, (c) represent to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of this Agreement.

9. Term and Termination

- 9.1 This Agreement revises and replaces previous Affiliation Agreements between University and Affiliate. It shall take effect on the date first written above, and shall continue for a period of one year. Thereafter, it shall be automatically renewed and extended for additional one-year periods unless Affiliate gives notice to terminate pursuant to the provisions of section 9.2, or University gives notice to terminate pursuant to the provisions of section 9.3. The provisions of this section shall survive any such termination.
- 9.2 Except to the extent modified by this Agreement or a separate written Agreement between Affiliate and University, Affiliate may terminate this Agreement without cause by providing written notice to the University no less than six (6) months prior to the effective date of the termination.
- 9.3 Except to the extent modified by this Agreement or a separate written Agreement between Affiliate and University, University may terminate this Agreement for cause in the event of:
- 9.3.1 Affiliate commits a material and substantial violation of the terms of this Agreement and fails to cure such violation after being provided with at least 30 days' notice of such violation,
 - 9.3.2 Affiliate engages in or negligently allows: (a) any material and substantial misuse of Affiliate's funds, or (b) any fraudulent or other illegal activity,
 - 9.3.3 the commencement of a voluntary bankruptcy proceeding by Affiliate or the commencement of an involuntary bankruptcy proceeding against Affiliate that is not dismissed within 120 days,
 - 9.3.4 the commencement of a voluntary dissolution proceeding by Affiliate or an involuntary dissolution proceeding against Affiliate that is not dismissed within 120 days,

- 9.3.5 a transfer of the campus, institution or program supported by Affiliate to another higher education management board,
 - 9.3.6 elimination or modification of programs offered by University such that Affiliate is no longer deemed necessary to the University's mission or the Affiliate is no longer able to achieve its purpose(s), or
 - 9.3.7 the occurrence of any other material event or circumstance similar in nature to those described in subsections 9.3.1-9.3.6 which, in the reasonable judgment of the University, constitutes cause and remains uncured following thirty (30) days' notice to Affiliate.
- 9.4 Upon termination of this Agreement, Affiliate shall:
- 9.4.1 Cease to use the University's name, marks or other indicia to solicit donations or for any other purpose and shall not in any way represent to alumni, contributors, and the general public that said Affiliate is affiliated with the University or authorized to raise funds for any of the colleges, schools, departments, and divisions comprising it;
 - 9.4.2 Unless otherwise directed in writing by the University or unless otherwise required pursuant to the terms of applicable law, immediately transfer to University or another affiliate designated by University, all public funds which Affiliate holds as a depository pursuant to the provisions of section 8.0;
 - 9.4.3 Terminate any Management Agreements entered into with other University affiliates in accordance with the terms of Section 8 of this Agreement and immediately return any managed funds to the appropriate Managed Affiliate(s); and,
 - 9.4.4 Provide an accounting to University of all funds, public or private, held by Affiliate within 120 days of notice of termination unless extended in writing by mutual agreement.
- 9.5 If the Affiliate's purpose is in primary support of a single campus or institution, and the necessity for termination of this Agreement results from the transfer of the supported campus or institution to another public higher education management board ("Transferee Institution"), to the extent consistent with applicable law and prudent financial management practices, the applicable provisions of any legislation authorizing transfer of the supported campus or institution and compliance with sections 9.4.1 through 9.4.4 of this Agreement, Affiliate may effect the termination of this agreement to the extent it enters into an affiliation agreement with the Transferee Institution providing for Affiliate's ability to continue its mission of supporting the same campus or institution subject to oversight by the Transferee Institution. Preceding the transfer, there shall be a review to determine whether there is any adverse impact on the University. In the event that Affiliate enters into an affiliation agreement with a Transferee Institution pursuant to the terms of this Section, the Transferee Institution and Affiliate shall agree to indemnify, defend and hold harmless University, its members, employees and agents from and against any and all claims and liabilities associated with or in any way arising out of University's association with Affiliate and Affiliate's actions or inactions (whether past, present or future).
- 9.6 Upon dissolution of Affiliate, whether dissolution is voluntary or involuntary, subject to compliance with sections 9.4 – 9.5 of this Agreement, applicable laws and Affiliate's Articles of Incorporation and other governing documents, Affiliate shall provide for its net assets to be distributed to another nonprofit affiliated with the University as designated by the

President of LSU, unless otherwise agreed by the University and Affiliate or directed by a court of competent jurisdiction and venue, to be used as nearly as practicable in accordance with the express terms of written acts of donation, testaments, pledges and similar instruments, donor intent, Affiliate's governing documents, purposes and applicable law. This paragraph shall not prejudice the rights of creditors including, without limitation, any properly approved, valid, and enforceable financing agreements executed by Affiliate.


10. Notices, Entire Agreement, Venue

- 10.1 Unless otherwise provided herein, whenever any notice or demand is required or permitted under this agreement, such notice or demand shall be given in writing and delivered in person or by certified mail to the University, addressed to its President at 3810 West Lakeshore Drive, Baton Rouge, LA, and to Affiliate at the address shown above. Unless otherwise provided herein, such advance notice requirements and time periods designated for the performance of specific acts may be extended or waived, in writing, by the LSU Executive Vice President.
- 10.2 This Agreement, including all exhibits, constitutes the entire agreement between the parties and shall not be amended except in writing signed by the President of University and a duly authorized officer of Affiliate. This Agreement is not intended to and does not create any rights in third parties.
- 10.3 The parties anticipate that they will enter into separate agreements for specific projects. Where there is a conflict between the terms of this Agreement and the terms of any separate agreement, the terms of the separate agreement shall control.
- 10.4 This Agreement is entered into, and any action arising from this Agreement shall be brought in, East Baton Rouge Parish, Louisiana.

THUS DONE AND SIGNED this 22nd day of Sept., 2020, by the undersigned duly authorized representatives.

For Affiliate:

For University:

By: 
Name: Lawrence Searcy, Chair
Title: LSUA Foundation

By: _____
Name:
Title:

EXHIBIT A TO UNIFORM AFFILIATION AGREEMENT
ANNUAL AFFILIATE COMPLIANCE CERTIFICATE

Date _____

LSU Board of Supervisors

Attn: _____

Baton Rouge, Louisiana

Re: _____ ("Organization")
Annual Compliance Certificate

Members of the LSU Board of Supervisors:

In my capacity as the Chief Executive Officer (or other authorized officer) of _____, I am writing to confirm that *after making reasonable and appropriate inquiries, to the best of my knowledge, information and belief*, the following information is true and correct as of the date of this letter:

1. The Organization is required to obtain an annual financial audit in accordance with La. R.S. 17:3390. The annual financial audit for the fiscal year ending _____, conducted by an independent auditor, has been completed and a copy was provided to the Legislative Auditor with a copy to your office by letter dated _____;

OR

The Organization is exempt from the annual audit requirements of La. R.S. 17:3390, and copies of the Organization's exemption certificate and sworn financial statement prepared in accordance with La. R.S. 17:3390D(3)(a)-(c), were provided to the Legislative Auditor with a copy to your office by letter dated _____;

2. The Organization's annual tax return for the ____ tax year was completed and filed with IRS on _____ and a copy was delivered to your office by letter dated _____;

OR IF APPLICABLE

The Organization has requested an extension through _____ within which to file its annual tax return for the _____ tax year, and a copy of the return will be provided to your office upon filing;

3. A complete list of all active corporate affiliates and subsidiaries of the Organization as of this date and the purpose for which such entities have been formed is attached to this certificate as Schedule "1";

4. A complete list of all “managed organizations” as defined in the Uniform Affiliation Agreement, managed by the Organization is attached to this certificate as Schedule “2”;
5. A current list of the Organization’s officers and directors is attached to this certificate as Schedule “3”;
6. A copy of the Organization’s Articles of Incorporation and Bylaws are on file with and copies of any proposed amendments have been provided to the Executive Vice President;
7. The Organization is registered as a Louisiana nonprofit entity and it remains exempt from taxation in accordance with Sections _____ of the Internal Revenue Code;
8. The Organization has taken all necessary action, including any filings required by the Louisiana Secretary of State and other authorities, to maintain its corporate existence and its tax-exempt status;
9. A preliminary list, which is subject to confirmation by your office, showing the type of any housing, personnel, and other support provided to Affiliate by University during the previous fiscal year pursuant to the provisions of La. R.S. 17:3390(B)(3), including (i) amount and location of any space or facilities provided, (ii) number of personnel provided, and (iii) a listing of the type of any other services provided to Affiliate by University is attached to this certificate as Schedule “4”;
10. As detailed in Schedule “5” to this certificate, during the previous fiscal year, (i) subject to confirmation by your office, our records indicate that the total amount paid in cash to University as direct reimbursement for housing, personnel and other support was \$_____, and (ii) subject to confirmation by your office, our records indicate that the total dollar value of all property provided to the University together with all expenditures made in support of the University (exclusive of costs for personnel employed solely by and for the benefit of Affiliate, facilities occupied solely by Affiliate and other Affiliate overhead and administrative costs), which amount shall be considered “in-kind” reimbursement for purposes of La. R.S. 17:3390(b)(3), was \$_____;
11. The Organization maintains and enforces a policy on conflicts of interest as well as other policies procedures and internal controls required for the conduct of its business in accordance with applicable law, the terms of the Affiliation Agreement, applicable University policies and procedures and best practices for similar nonprofit organizations;
12. Except as specifically provided for under the circumstances described in Sections 6 and 7 of the Uniform Affiliation Agreement or previously disclosed in writing to the Executive Vice President, the Organization has not engaged in any prohibited transactions or made any prohibited expenditures over the last fiscal year;
13. Except as previously disclosed in writing to the Audit Committee of the Board of Supervisors, the Organization resolved or will resolve any material and substantial audit findings within

90 days of the issuance of its annual audit in accordance with Uniform Affiliation Agreement Section 5.4;

14. The Organization has provided a copy of its current Affiliation Agreement and access to all documents and other information relevant to the Affiliation Agreement to its independent auditors, if applicable, for use in the evaluation of our internal controls and determining compliance with the Affiliation Agreement in connection with transactions reviewed by the auditors in the course of their work. The Organization has represented to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of the Affiliation Agreement; and,
15. A copy of the Agreed Upon Procedures report described in Section 5.4 and Exhibit D was provided to your office by letter dated _____.

Sincerely,

Name:

Title:

Schedule 1 to Annual Affiliate Compliance Certificate
List of Corporate Affiliates and Subsidiaries and Purposes of Such Entities

Name of Entity **Type of Entity and Purpose**

Schedule 2 to Annual Affiliate Compliance Certificate
List of “Managed Organizations”

Name of Entity **Type of Entity and Purpose**

Schedule 3 to Annual Affiliate Compliance Certificate
List of “Affiliate’s Officers and Directors”

Schedule 4 to Annual Affiliate Compliance Certificate
List of Housing, Personnel, and Other Support Provided to Affiliate by University

Schedule 5 to Annual Affiliate Compliance Certificate
List of Support Provided by Affiliate to the University

EXHIBIT B TO UNIFORM AFFILIATION AGREEMENT
TRANSACTIONS REQUIRING A DETERMINATION OF APPROPRIATE UNIVERSITY PURPOSE

1. Unless involving operational and business management matters of Affiliate itself, Affiliate shall not undertake the following transactions and disbursements without first obtaining a determination of acceptable University purpose by the President or his designee unless (i) approval by the University's Board is required by the Board's by-laws or applicable law, or (ii) the President, in the exercise of his discretion determines that consideration of the matter at issue by the University's Board is appropriate:
 - A. Knowingly accepting any donation which either: contains a condition or imposes or purports to impose an obligation on the University, the fulfillment of which would require the University to undertake actions not previously taken or approvals not previously granted by the University in accordance with applicable policies and procedures without an express written provision indicating that the acceptance by Affiliate is conditioned on the acceptance of the conditions or obligations by the University's Board or President in accordance with University policies and procedures and the terms of this Agreement;
 - B. Accepting any donation of immovable property intended to be (a) retained by the Affiliate, rather than liquidated within a reasonable period of time, or (b) leased or otherwise occupied by a component of the University;
 - C. Purchasing any immovable property with a fair market value of \$500,000 or more, except property which will serve as the primary location of Affiliate's administrative offices; provided that this shall not prohibit decisions by Affiliate's Board relating to reasonable and prudent investments for the Affiliate's benefit;
 - D. Selling, donating, or otherwise transferring any immovable property which was acquired for use by the University, without providing at least thirty (30) days advance written notice to the LSU Executive Vice President;
 - E. Leasing any immovable property, facility, or portion of a facility which is expected to be occupied by the University for a period of one year or longer without providing at least thirty (30) days advance written notice to the LSU Executive Vice President;
 - F. Entering into any cooperative endeavor or similar agreement with any public or quasi-public entity; and,
 - G. Creating a legal entity as a subsidiary or component of Affiliate without providing at least thirty (30) days advance written notice (unless a shorter period for the notice is approved in writing by the Executive Vice President) to the LSU Executive Vice President. If any such legal entities are created, affiliate shall either: (i) if available, present the financial activities of each such subsidiary in discrete schedules attached to Affiliate's financial statements, or (ii) if such discrete schedules are not available, provide University with copies of the tax returns of each such subsidiary.

2. The following disbursements and transactions require approval in accordance with policies and procedures mutually agreed to by University and Affiliate:
 - A. Reasonable moving expenses and reasonable relocation expenses of a University employee covered by PM 13; and,

- B. Reasonable travel, moving, relocation, entertainment, educational benefits or reimbursements may be paid to a University employee (or authorized traveler). Such payments may be made for such expenses within and above state limits when specifically approved by appropriate University administrators in accordance with University policy. Pending further specification of University policy, such expenses require approval of the employee's dean, vice chancellor or other equivalent administrative official, or their designee.
3. Contracts (or other agreements, including employment agreements) and subsequent amendments between Affiliate and a University employee should be recommended by the Chancellor (or equivalent) and approved in accordance with University policy, including approval by the Board of Supervisors, where applicable. Justification for such contracts should be in writing and demonstrate that the employee's duties are not those which the employee should perform directly for the University. These requirements shall be in addition to those of University's PM-11.

EXHIBIT C TO UNIFORM AFFILIATION AGREEMENT
PROHIBITED EXPENDITURES

1. Submission of a written request for reimbursement or direct payment of an expense by or on behalf of a University employee shall constitute a **good faith** representation by University employees and administrators whose signatures appear on such request that (a) the Affiliate's expenditure of funds as requested is consistent with applicable University policies, applicable law and the terms of this Agreement, and (b) where expenditures involve the disbursement of donor restricted funds, that the **purpose for which the expenditure has been requested** is consistent with donor intent. For purposes of evaluating Affiliate's compliance with the terms of this Agreement, Affiliate may **reasonably** rely upon such representations.¹

2. University, its employees and administrators shall not request the expenditure of funds, and Affiliate shall not expend funds for any of the following purposes, either directly or through reimbursement:
 - A. Solely for the private benefit of a University employee (or the family or spouse of a University employee or other non-employee who is on University business), unless approved in accordance with section 2 of Exhibit B and section 6.3 of the Agreement;
 - B. For any fines, penalties, or forfeitures of a University employee;
 - C. For any gift which is represented to be personally from a University employee in his or her personal capacity;
 - D. For political contributions, including payments to political action committees;
 - E. For any expense or reimbursement which would create, under all the circumstances, a reasonable conclusion that the expenditure is either (i) lavish or extravagant, or (ii) the benefit to the individual University employee outweighs the benefit to the University;
 - F. Where payment of the expenditure would violate the Louisiana Code of Ethics;
 - G. For any purpose other than as authorized in the Agreement or through written amendment or clarification of this Agreement signed by both Affiliate and the President of University, except on the specific written recommendation of the Chancellor or equivalent (for himself/herself and those under his/her supervision) and specific written approval of the President;
 - H. For any purpose which is not consistent with Affiliate's tax exempt mission and the purpose(s) stated in section 1.1 of the Agreement.
 - I. Any purpose that would result in a finding that either (i) Affiliate is being operated for the benefit of private interests, or (ii) Affiliate has permitted its net earnings to inure to the benefit of any private shareholder or individual, in violation of applicable provisions of the Internal Revenue Code as amended.

¹ The concept of "reasonable reliance" as applied to Affiliate's review of requests for expenditures submitted by the University or University personnel permits Affiliate to rely on an implied representation that such requests are consistent with University policies and procedures and the terms of this Agreement, except where, for example: (a) Affiliate has knowledge of facts indicating that representations implied in the request are not accurate, or (b) necessary documentation has not been submitted to support the request, or (c) documentation submitted in connection with the request is incomplete, inconsistent or inaccurate on its face.

EXHIBIT D TO UNIFORM AFFILIATION AGREEMENT
SCHEDULE OF AGREED-UPON PROCEDURES
For
AFFILIATE VERIFICATION OF COMPLIANCE
WITH UNIFORM AFFILIATION AGREEMENT

Independent Accountants retained by Affiliates will issue an Agreed Upon Procedures report regarding findings based on the following:

1. Confirm that Affiliate maintains a written policy regarding the handling and resolution of audit findings, audit exceptions, and any misuse of funds by observing a copy of such policy. The policy shall require that any unresolved issues be reported to the Audit Committee of the LSU Board of Supervisors consistent with Sub-section 5.6.
2. Confirm that Affiliate's governing board has established and implemented policies governing conflicts of interest by observing a copy of such policy.
3. Obtain an understanding of the internal controls in place over cash disbursements and expenditures for the period in question. On a sample of items, inspect written evidence of the internal controls and support for each transaction to determine if Affiliate has designed and implemented procedures related to the following UAA provisions:
 - Supplemental compensation or benefits, as defined in section 6.5 of the UAA paid directly to a University employee has written approval by the Chancellor or equivalent and the President of LSU.
 - Payments made to or on behalf of University employees for travel, moving, relocation, entertainment, educational benefits, and other reimbursements have been approved by the employee's dean, vice chancellor, or other equivalent administrative official approval in accordance with policies and procedures mutually agreed to by University and Affiliate.
 - Payments for moving and relocation expenses of University employees covered by PM 13 have been approved in accordance with policies and procedures mutually agreed to by University and Affiliate.
 - Payments have not been made for expenses that are solely for the private benefit of a University employee (or the family or spouse of a University employee or other non-employee who is on University business) unless approved in accordance with Section 2 of Exhibit B and Section 6.3 of the UAA.
 - Fines, forfeitures or penalties of University employees have not been paid by the Affiliate.

- Gifts represented to be personally from a University employee in his or her personal capacity have not been made by the Affiliate nor has any University employee been reimbursed for the purchase of such a gift.
- Political contributions which are prohibited by applicable Internal Revenue Service Regulations or state law have not been made or reimbursed.
- Funds have not been disbursed in connection with contracts (or other agreements including employment agreements) between the Affiliate and a University employee unless recommended by the Chancellor (or equivalent) and approved by the LSU President or the Board of Supervisors.
- Funds have been not disbursed for any purpose which is not consistent with Affiliate's tax-exempt mission and the purpose(s) stated in section 1.1 of the UAA.
- Funds have not been disbursed for any purpose that would result in a finding that either (i) Affiliate is being operated for the benefit of private interests, or (ii) Affiliate has permitted its net earnings to inure to the benefit of any private shareholder or individual, in violation of applicable provisions of the Internal Revenue Code as amended.

The proposed sample size will be provided to the LSU Executive Vice President for review and comment at least 15 days prior to the engagement. Unless otherwise mutually agreed to by Affiliate and the Executive Vice President for good cause shown, the sample size shall not exceed the fewer of 10% of Affiliate's annual transactions or 50 transactions.

4. Obtain a written representation from the Affiliate that, in accordance with Section 5.3 of the UAA, Affiliate has (a) provided the Auditor with a copy of its current UAA including any amendments thereto; (b) provided the Auditor with access to all documents and other information relevant to the UAA; and, (c) represented to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of the UAA.



Board of Supervisors

Recommendation to Approve an Affiliation Agreement with the LSU at Eunice Foundation

Date: October 23, 2020

1. Bylaw Citation

Pursuant to Article VII, Section 1

- J. Any affiliation agreement with a private non-profit foundation formed to support the programs, facilities, and research and educational opportunities offered by one or more campuses of the University, or the University as a whole.

2. Summary of Matter

At its March 6, 2020 meeting, the Board of Supervisors approved a new Uniform Affiliation Agreement (UAA) template. The affiliation agreement outlines the general duties and responsibilities of both the University and the Affiliate. The template approved in March made a number of revisions and edits to the agreement, including providing for a more transparent and straightforward procedure to monitor compliance with the terms of the agreement. The university is now recommending approval of affiliation agreements with existing affiliates in the new UAA template.

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

There is no fiscal impact expected from the amended Affiliation Agreement.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

Not applicable.

7. Parties of Interest

LSU and the LSUE Foundation.

8. Related Transactions

Not applicable.

9. Conflicts of Interest

None.

10. Attachments

1. Affiliation Agreement with the LSUE Foundation

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors authorizes the President to execute the affiliation agreement with the LSU at Eunice Foundation, as presented.

Uniform Affiliation Agreement

This Agreement is made and entered into on the ___ day of _____, 20___, between the Board of Supervisors of Louisiana State University Agricultural and Mechanical College (“University”) and _____ (“Affiliate”).

WHEREAS, as stated in La. R.S. 17:3390(A), the Legislature has found and University recognizes that private, nonprofit organizations under the direction and control of private individuals who support institutions of higher education are effective in obtaining private support for those institutions;

WHEREAS, as further stated in La. R.S. 17:3390(A), the Legislature encourages higher education management boards and institutions to promote the activities of alumni associations, foundations, and other private, nonprofit organizations that raise private funds for the support of public institutions of higher education;

WHEREAS, after considering the proposed mission and purpose of Affiliate, University has determined that Affiliate’s activities will support or enhance one or more of the programs, facilities, research and educational opportunities offered by University;

WHEREAS, because of the close association of Affiliate with the University, it is prudent and beneficial to have a clear statement, agreed upon by the parties, of the respective responsibilities, requirements, authority, and relationship of the University and Affiliate while preserving the private and independent legal status of the Affiliate:

1. Affiliate Purpose and Status

- 1.1 Affiliate’s purpose(s) shall be as defined in the Affiliate’s Articles of Incorporation. All actions taken by Affiliate shall be consistent with and in furtherance of its stated purpose(s), and such actions shall likewise be consistent with the institutional mission and activities of University as defined by the University. In order to prevent the unnecessary duplication of activities among University affiliates, any proposed material change in Affiliate’s authorized purpose(s) must be approved in advance and in writing by the President of LSU. Requests for approval of such changes in purpose shall be submitted to LSU’s Executive Vice President for Finance and Administration and CFO (“LSU Executive Vice President”) with a copy delivered to the Chair of the Board of Supervisors.
- 1.2 Unless waived in writing, Affiliate shall provide at least 30 days advance written notice to the LSU Executive Vice President of any proposed material change in Affiliate’s Articles of Incorporation or Bylaws.
- 1.3 Affiliate has been formed as a private non-profit Louisiana organization, and has been recognized as and shall maintain its status as an organization exempt from taxation under Section 501(c) of the Internal Revenue Code.
- 1.4 Affiliate is a separate legal entity from University. Nothing in this Agreement shall be construed as to invalidate or restrict Affiliate’s private and independent legal status.

2. Governance

- 2.1 To ensure that Affiliate's status as a private entity is recognized and maintained in accordance with La. R.S. 17:3390(B), Affiliate shall meet the following criteria:
 - 2.1.1 Affiliate shall be under the management and control of a board of directors ("Affiliate's Board") elected by the members or shareholders of Affiliate.
 - 2.1.2 A majority of the voting members of Affiliate's Board shall consist of individuals who are not members or employees of a Louisiana higher education management board; and,
 - 2.1.3 Affiliate shall reimburse, either directly or in-kind, the cost of housing, personnel, and other support furnished to Affiliate by any institution of higher education.
- 2.2 Members of Affiliate Boards
 - 2.2.1 The President of LSU, or his designee, shall be a non-voting *ex officio* member of Affiliate's Board and of the Executive Committee of such Board (or equivalent). To promote compliance with Affiliate's policy on conflicts of interest, and ensure that appropriate disclosures are made and facilitate an understanding of Affiliate's business, the President of LSU will provide Affiliate with reasonable advance notice identifying individuals designated to attend meetings in his place and will endeavor to utilize a single individual as his designee.
 - 2.2.2 The Chairman of the Board of Supervisors, in consultation with members of the Board of Supervisors and Chairman of the Affiliate Board, shall have the right to recommend a list of members of the Board of Supervisors as potential candidates to Affiliate for election to Affiliate's Board as non-voting members. Affiliate agrees that at all times, excluding instances associated with temporary vacancies created by death, resignation or similar causes, at least one member of its Board, shall be elected from the recommended candidates.
 - 2.2.3 Designation of the President of LSU (or his designee) and Affiliate's election of an individual nominated by the Chairman of the Board of Supervisors to serve as a member of Affiliate's Board and/or Executive Committee is not intended to and shall not be deemed a waiver of the privileges and immunities granted Affiliate pursuant to La. R.S. 17:3390.
- 2.3 If the Affiliate is in primary support of a single campus or institution, the Chancellor or equivalent shall, at a minimum, be given notice of and the ability to attend and participate as a non-voting, *ex officio* member in meetings of the Affiliate's Board and Executive Committee.
- 2.4 Members of the Board of Directors and the Executive Committee shall have reasonable access to all books and records of Affiliate in accordance with its generally applicable confidentiality and non-disclosure policies, provided that members who are or may be deemed "public servants," as defined in La. R.S. 42:1102(19), shall not have legal custody of Affiliate's books and records. Requests for access to books and records shall be made via written request directed to Affiliate's Chief Executive Officer.

3. General Duties and Responsibilities of Affiliate

- 3.1 Operate Affiliate for primary benefit of University in accordance with Affiliate’s Articles of Incorporation and tax-exempt purpose.
- 3.2 Support and promote the mission and activities of the University.
- 3.3 Affiliate shall establish and enforce policies to identify and manage potential conflicts of interest and ensure that Affiliate’s assets do not directly or indirectly unduly benefit any individual or other person.
- 3.4 Solicit and accept things of value of all kinds consistent with applicable law.
- 3.5 Receive, hold, invest, administer, manage, distribute and provide good stewardship of gifts and bequests in accordance with donor intent, applicable law and applicable University and Affiliate policies and procedures.
- 3.6 Expend funds for the establishment and operation of Affiliate and for any reasonable expenses incidental to the conduct of the affairs of Affiliate.
- 3.7 Within 120 days following the close of Affiliate’s fiscal year, unless an extension is granted by the LSU Executive Vice President, submit the annual Affiliate Compliance Certificate (Exhibit A) and materials referenced therein, to the LSU Executive Vice President.
- 3.8 Subject to any limitations imposed by contracts among the University and third parties and applicable University policies, the Affiliate may be granted the right by University to utilize its “licensed marks” on a royalty free basis for its activities in support of LSU. Affiliate must adhere to the Louisiana State University Brand Identity.
- 3.9 University is an equal opportunity/access institution committed to diversity and inclusiveness in procurement. Affiliate is encouraged to reflect the spirit of this commitment in its business practices by: (a) participating in and encouraging major suppliers to participate in LSU sponsored outreach programs for small businesses as well as minority, women and veteran owned businesses (“DBEs”); (b) creating awareness among its suppliers that University and Affiliate encourage suppliers to make reasonable and prudent efforts to identify and provide competitive opportunities for participation by DBEs; and, (c) making reasonable and prudent efforts consistent with its unique needs as well as its fiduciary and good stewardship obligations, to identify and provide competitive opportunities for DBEs to participate in Affiliate’s procurement opportunities. To assist Affiliate in its efforts, the University will make the resources of its Supplier Diversity program, including but not limited to lists of registered DBE’s, personnel and information on best practices, available to Affiliate.

4. General Duties and Responsibilities of University

- 4.1 Support and promote the purpose and activities of Affiliate and encourage the donation of private funds to Affiliate;
- 4.2 Avoid action that would undermine Affiliate’s status as a private entity, maintain the confidentiality of donor records and the private nature of Affiliate’s books and records to the extent allowed by law;

- 4.3 Accept funds made available by Affiliate, provide good stewardship of gifts once received by University and utilize funds received from Affiliate in a manner consistent with University's mission, terms and conditions imposed by testators and donors, applicable law, this Agreement and University policy; and,
- 4.4 Make available to Affiliate, at University's sole discretion, appropriate facilities, personnel, or other support pursuant to the provisions of La. R.S. 17:3390(B)(3) and as otherwise permitted by law.

5. Records, Internal Controls and Funds Management

- 5.1 Recognizing the need to preserve the public trust and guard against the appearance of impropriety in its activities, Affiliate shall adopt, maintain, and enforce necessary and appropriate policies, procedures and internal controls, including policies on conflicts of interest, required for the conduct of its business in accordance with applicable law, the terms of this Agreement, applicable University policies and procedures and best practices for similar nonprofit organizations.
- 5.2 The books and records of Affiliate shall be kept in accordance with customary and current accounting standards. For the preparation of reports required by this section of this Agreement, an external accountant and/or auditor engaged to conduct such reports shall be selected from among the most recent list of certified public accountants maintained by the Louisiana Legislative Auditor.
- 5.3 In connection with its annual financial audit, Affiliate shall: (a) provide its auditors with a copy of this Agreement including all exhibits, schedules, and other attachments; (b) provide its auditors with access to all documents and other information relevant to this Agreement; (c) require Affiliate's chief executive officer to represent to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of this Agreement; and, (d) rotate audit partners or firms at least every five years.
- 5.4 On a biennial basis, to commence in an Affiliate's fiscal year (commencing on or following execution of this Agreement by Affiliate) designated by the Executive Vice President, or on an annual basis if requested in writing by the LSU Executive Vice President for good cause shown, Affiliate shall separately engage an Independent Accountant (which may be the same firm conducting its financial statement audit) to perform various procedures necessary to issue an Agreed Upon Procedures report concerning items included in the Schedule of Agreed - Upon Procedures for Verification of Affiliate Compliance (Exhibit D).
- 5.5 Affiliate shall provide to the LSU Executive Vice President within 120 days of the close of Affiliate's fiscal year: (a) its audited financial statements; and (b) its Agreed Upon Procedures report. At the request of the LSU Office of Internal Audit, Affiliate and its independent auditors shall arrange to meet with representatives from the LSU Office of Internal Audit to review written findings and/or the Agreed Upon Procedures report.
- 5.6 Affiliate shall evaluate and, where appropriate, take corrective action to remedy material and substantial audit findings. Material and substantial audit findings which have not either been

(a) resolved by management or, where appropriate, through corrective action within ninety (90) days following issuance of the annual audit, or (b) in cases where corrective action is appropriate, corrective action reasonably designed to resolve the issue has not been taken within ninety (90) days following issuance of the annual audit, shall be reported to the Audit Committee of the Board of Supervisors in writing.

- 5.7 Pursuant to a separate written Funds Management Agreement authorized and executed by University and Affiliate, University may in its discretion agree to deliver and Affiliate may agree to accept for deposit with Affiliate funds which have been donated to the University by private individuals or entities or which have been provided from the state to the University pursuant to the Board of Regents Support Fund or other programs.

6. Certain Disbursements and Other Transactions

- 6.1 All disbursements by Affiliate for administrative and operating expenses shall be in accordance with policies adopted by Affiliate's Board and in accordance with its annual budget, as modified by policies and procedures adopted by Affiliate's Board. Such policies shall provide for sound and prudent business practices, the payment or reimbursement of ordinary, necessary and reasonable business expenses, and shall address the content of this Agreement.
- 6.2 Affiliate shall not undertake the disbursements and transactions described on Exhibit B, other than transactions and disbursements involving operational and business management matters of Affiliate itself, without first obtaining a determination of acceptable University purpose from the appropriate University authority.
- 6.3 No donation requiring a determination of acceptable University purpose shall be publicized or otherwise disclosed by Affiliate prior to acceptance of any conditions or obligations by the University's Board or President of LSU in accordance with University policies and procedures.
- 6.4 Requests for a determination of acceptable University purpose shall be submitted to the President of LSU or to the Board through the President as may be appropriate by the Chancellor (or equivalent) of the campus or institution for whose benefit the action is proposed, in accordance with the procedures set forth in University procedures. Any submission shall include a specific recommendation from the Chancellor or equivalent demonstrating that the proposed transaction is in support of the University and its mission.
- 6.5 Absent exceptional circumstances and written approval by the Chancellor (or equivalent) and President (or designee), supplemental compensation or benefits to a University employee shall be paid through the University, not directly by Affiliate to the employee. For purposes of this section, supplemental compensation or benefits shall mean all compensation or benefits in addition to the base university compensation and benefits approved by the Board of Supervisors for duties performed by the employee for the University.
- 6.6 To ensure compliance with La. R.S. 17:3390(F), payments of over one thousand (\$1,000) dollars for any single transaction to, or on behalf of, or to reimburse the expense of a public employee of a public higher education institution or a public employee or officer of a management board of a public higher education institution shall be periodically reviewed and

approved by the Board of Supervisors in accordance with applicable policies and procedures. Affiliate may pay or reimburse such transactions pending approval by the Board, provided that any such payments or reimbursements subsequently disapproved by the Board shall be reimbursed to the Affiliate by the public employee or officer within ninety (90) days of such disapproval.

7. Prohibited Expenditures, Advisory Opinions

- 7.1 University, its employees and administrators shall not request the expenditure of funds and Affiliate shall not expend funds for any of the purposes described in section 2 of Exhibit C either directly or through reimbursement.
- 7.2 Where there is doubt about the reasonableness or validity of a proposed expenditure or transaction, or the procedure by which such expenditure or transaction should be reviewed, the Chancellor or equivalent, or legal counsel for Affiliate, shall seek an advisory opinion from the President, through the LSU Executive Vice President. Where appropriate, the President may refer the question to the Board of Supervisors for a decision. The President may adopt guidelines to facilitate the provisions of this sub-section.

8. Funds Management Agreements/Commitment of University Funds

- 8.1 With the written consent of the LSU Executive Vice President, Affiliate may enter into one or more agreements (“Funds Management Agreements”) with other affiliates of University (that is, other non-profit organizations which are recognized pursuant to University policy) so that one affiliate will manage the funds of another affiliate. In such event, the affiliate which is agreeing to manage the funds of the other affiliate shall be known as the “Funds Owner” while the affiliate transferring the funds shall be known as the “Funds Manager.”
- 8.2 Unless otherwise specifically provided for in the Funds Management Agreement, the Funds Manager shall have no internal control or audit responsibilities with respect to the Funds Owner; provided, however, that the Funds Manager shall cooperate with the Funds Owner’s management and auditors with respect to such matters.
- 8.3 Where Affiliate enters into a Funds Management Agreement with an organization that has not executed an Affiliation Agreement with University, such Funds Management Agreements shall:
 - 8.3.1 Require that the funds of the Funds Owner be included in either (a) the Funds Manager’s annual audit conducted pursuant to La. R.S. 17:3390 or, (b) if the Funds Manager is exempt from annual audit requirements pursuant to R.S. 17:3390, an exemption certificate and a sworn financial statement in accordance with La. R.S. 17:3390D(3)(a)-(c).
 - 8.3.2 Notify the Funds Owner of the requirements of La. R.S. 17:3390(D).
- 8.4 In connection with transactions requiring the commitment of material University resources (including the transfer of University funds), the Affiliate will enter into a written agreement outlining the structure or details of each specific transaction, excluding routine transactions;

the obligations of Affiliate, University, and any other parties; the public purpose to be achieved from such transaction; and, either a reasonable expectation that benefits to the University resulting from the transaction will equal or exceed the value of funds provided by the University or an affirmation that the value of the University funds committed to the transaction will be reimbursed, either directly or through in-kind services in accordance with the requirements of La. R.S. 17:3390(B)(3).

- 8.5 Upon written request from the LSU Executive Vice President, Affiliates that are exempt from annual audit requirements pursuant to La. R.S. 17:3390, may be required to submit a financial audit or agreed to procedures report acceptable to the University conducted in accordance with generally accepted auditing standards by an independent professional auditor or, at Affiliate's option, LSU Internal Audit personnel. In connection with any audit or agreed to procedures conducted pursuant to this section, Affiliate shall: (a) provide its auditors with a copy of this Agreement; (b) provide its auditors with access to all documents and other information relevant to this Agreement; and, (c) represent to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of this Agreement.

9. Term and Termination

- 9.1 This Agreement revises and replaces previous Affiliation Agreements between University and Affiliate. It shall take effect on the date first written above, and shall continue for a period of one year. Thereafter, it shall be automatically renewed and extended for additional one-year periods unless Affiliate gives notice to terminate pursuant to the provisions of section 9.2, or University gives notice to terminate pursuant to the provisions of section 9.3. The provisions of this section shall survive any such termination.
- 9.2 Except to the extent modified by this Agreement or a separate written Agreement between Affiliate and University, Affiliate may terminate this Agreement without cause by providing written notice to the University no less than six (6) months prior to the effective date of the termination.
- 9.3 Except to the extent modified by this Agreement or a separate written Agreement between Affiliate and University, University may terminate this Agreement for cause in the event of:
- 9.3.1 Affiliate commits a material and substantial violation of the terms of this Agreement and fails to cure such violation after being provided with at least 30 days' notice of such violation,
 - 9.3.2 Affiliate engages in or negligently allows: (a) any material and substantial misuse of Affiliate's funds, or (b) any fraudulent or other illegal activity,
 - 9.3.3 the commencement of a voluntary bankruptcy proceeding by Affiliate or the commencement of an involuntary bankruptcy proceeding against Affiliate that is not dismissed within 120 days,
 - 9.3.4 the commencement of a voluntary dissolution proceeding by Affiliate or an involuntary dissolution proceeding against Affiliate that is not dismissed within 120 days,

- 9.3.5 a transfer of the campus, institution or program supported by Affiliate to another higher education management board,
 - 9.3.6 elimination or modification of programs offered by University such that Affiliate is no longer deemed necessary to the University's mission or the Affiliate is no longer able to achieve its purpose(s), or
 - 9.3.7 the occurrence of any other material event or circumstance similar in nature to those described in subsections 9.3.1-9.3.6 which, in the reasonable judgment of the University, constitutes cause and remains uncured following thirty (30) days' notice to Affiliate.
- 9.4 Upon termination of this Agreement, Affiliate shall:
- 9.4.1 Cease to use the University's name, marks or other indicia to solicit donations or for any other purpose and shall not in any way represent to alumni, contributors, and the general public that said Affiliate is affiliated with the University or authorized to raise funds for any of the colleges, schools, departments, and divisions comprising it;
 - 9.4.2 Unless otherwise directed in writing by the University or unless otherwise required pursuant to the terms of applicable law, immediately transfer to University or another affiliate designated by University, all public funds which Affiliate holds as a depository pursuant to the provisions of section 8.0;
 - 9.4.3 Terminate any Management Agreements entered into with other University affiliates in accordance with the terms of Section 8 of this Agreement and immediately return any managed funds to the appropriate Managed Affiliate(s); and,
 - 9.4.4 Provide an accounting to University of all funds, public or private, held by Affiliate within 120 days of notice of termination unless extended in writing by mutual agreement.
- 9.5 If the Affiliate's purpose is in primary support of a single campus or institution, and the necessity for termination of this Agreement results from the transfer of the supported campus or institution to another public higher education management board ("Transferee Institution"), to the extent consistent with applicable law and prudent financial management practices, the applicable provisions of any legislation authorizing transfer of the supported campus or institution and compliance with sections 9.4.1 through 9.4.4 of this Agreement, Affiliate may effect the termination of this agreement to the extent it enters into an affiliation agreement with the Transferee Institution providing for Affiliate's ability to continue its mission of supporting the same campus or institution subject to oversight by the Transferee Institution. Preceding the transfer, there shall be a review to determine whether there is any adverse impact on the University. In the event that Affiliate enters into an affiliation agreement with a Transferee Institution pursuant to the terms of this Section, the Transferee Institution and Affiliate shall agree to indemnify, defend and hold harmless University, its members, employees and agents from and against any and all claims and liabilities associated with or in any way arising out of University's association with Affiliate and Affiliate's actions or inactions (whether past, present or future).
- 9.6 Upon dissolution of Affiliate, whether dissolution is voluntary or involuntary, subject to compliance with sections 9.4 – 9.5 of this Agreement, applicable laws and Affiliate's Articles of Incorporation and other governing documents, Affiliate shall provide for its net assets to be distributed to another nonprofit affiliated with the University as designated by the

President of LSU, unless otherwise agreed by the University and Affiliate or directed by a court of competent jurisdiction and venue, to be used as nearly as practicable in accordance with the express terms of written acts of donation, testaments, pledges and similar instruments, donor intent, Affiliate's governing documents, purposes and applicable law. This paragraph shall not prejudice the rights of creditors including, without limitation, any properly approved, valid, and enforceable financing agreements executed by Affiliate.


10. Notices, Entire Agreement, Venue

- 10.1 Unless otherwise provided herein, whenever any notice or demand is required or permitted under this agreement, such notice or demand shall be given in writing and delivered in person or by certified mail to the University, addressed to its President at 3810 West Lakeshore Drive, Baton Rouge, LA, and to Affiliate at the address shown above. Unless otherwise provided herein, such advance notice requirements and time periods designated for the performance of specific acts may be extended or waived, in writing, by the LSU Executive Vice President.
- 10.2 This Agreement, including all exhibits, constitutes the entire agreement between the parties and shall not be amended except in writing signed by the President of University and a duly authorized officer of Affiliate. This Agreement is not intended to and does not create any rights in third parties.
- 10.3 The parties anticipate that they will enter into separate agreements for specific projects. Where there is a conflict between the terms of this Agreement and the terms of any separate agreement, the terms of the separate agreement shall control.
- 10.4 This Agreement is entered into, and any action arising from this Agreement shall be brought in, East Baton Rouge Parish, Louisiana.

THUS DONE AND SIGNED this ___ day of _____, 20___, by the undersigned duly authorized representatives.

For Affiliate:

For University:

By: 
Name: Carey Dawson
Title: Executive Director

By: _____
Name:
Title:

EXHIBIT A TO UNIFORM AFFILIATION AGREEMENT
ANNUAL AFFILIATE COMPLIANCE CERTIFICATE

Date _____

LSU Board of Supervisors

Attn: _____

Baton Rouge, Louisiana

Re: _____ (“Organization”)

Annual Compliance Certificate

Members of the LSU Board of Supervisors:

In my capacity as the Chief Executive Officer (or other authorized officer) of _____, I am writing to confirm that *after making reasonable and appropriate inquiries, to the best of my knowledge, information and belief*, the following information is true and correct as of the date of this letter:

1. The Organization is required to obtain an annual financial audit in accordance with La. R.S. 17:3390. The annual financial audit for the fiscal year ending _____, conducted by an independent auditor, has been completed and a copy was provided to the Legislative Auditor with a copy to your office by letter dated _____;

OR

The Organization is exempt from the annual audit requirements of La. R.S. 17:3390, and copies of the Organization’s exemption certificate and sworn financial statement prepared in accordance with La. R.S. 17:3390D(3)(a)-(c), were provided to the Legislative Auditor with a copy to your office by letter dated _____;

2. The Organization’s annual tax return for the ____ tax year was completed and filed with IRS on _____ and a copy was delivered to your office by letter dated _____;

OR IF APPLICABLE

The Organization has requested an extension through _____ within which to file its annual tax return for the _____ tax year, and a copy of the return will be provided to your office upon filing;

3. A complete list of all active corporate affiliates and subsidiaries of the Organization as of this date and the purpose for which such entities have been formed is attached to this certificate as Schedule “1”;

4. A complete list of all “managed organizations” as defined in the Uniform Affiliation Agreement, managed by the Organization is attached to this certificate as Schedule “2”;
5. A current list of the Organization’s officers and directors is attached to this certificate as Schedule “3”;
6. A copy of the Organization’s Articles of Incorporation and Bylaws are on file with and copies of any proposed amendments have been provided to the Executive Vice President;
7. The Organization is registered as a Louisiana nonprofit entity and it remains exempt from taxation in accordance with Sections _____ of the Internal Revenue Code;
8. The Organization has taken all necessary action, including any filings required by the Louisiana Secretary of State and other authorities, to maintain its corporate existence and its tax-exempt status;
9. A preliminary list, which is subject to confirmation by your office, showing the type of any housing, personnel, and other support provided to Affiliate by University during the previous fiscal year pursuant to the provisions of La. R.S. 17:3390(B)(3), including (i) amount and location of any space or facilities provided, (ii) number of personnel provided, and (iii) a listing of the type of any other services provided to Affiliate by University is attached to this certificate as Schedule “4”;
10. As detailed in Schedule “5” to this certificate, during the previous fiscal year, (i) subject to confirmation by your office, our records indicate that the total amount paid in cash to University as direct reimbursement for housing, personnel and other support was \$_____, and (ii) subject to confirmation by your office, our records indicate that the total dollar value of all property provided to the University together with all expenditures made in support of the University (exclusive of costs for personnel employed solely by and for the benefit of Affiliate, facilities occupied solely by Affiliate and other Affiliate overhead and administrative costs), which amount shall be considered “in-kind” reimbursement for purposes of La. R.S. 17:3390(b)(3), was \$_____;
11. The Organization maintains and enforces a policy on conflicts of interest as well as other policies procedures and internal controls required for the conduct of its business in accordance with applicable law, the terms of the Affiliation Agreement, applicable University policies and procedures and best practices for similar nonprofit organizations;
12. Except as specifically provided for under the circumstances described in Sections 6 and 7 of the Uniform Affiliation Agreement or previously disclosed in writing to the Executive Vice President, the Organization has not engaged in any prohibited transactions or made any prohibited expenditures over the last fiscal year;
13. Except as previously disclosed in writing to the Audit Committee of the Board of Supervisors, the Organization resolved or will resolve any material and substantial audit findings within

90 days of the issuance of its annual audit in accordance with Uniform Affiliation Agreement Section 5.4;

14. The Organization has provided a copy of its current Affiliation Agreement and access to all documents and other information relevant to the Affiliation Agreement to its independent auditors, if applicable, for use in the evaluation of our internal controls and determining compliance with the Affiliation Agreement in connection with transactions reviewed by the auditors in the course of their work. The Organization has represented to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of the Affiliation Agreement; and,
15. A copy of the Agreed Upon Procedures report described in Section 5.4 and Exhibit D was provided to your office by letter dated _____.

Sincerely,

Name:

Title:

Schedule 1 to Annual Affiliate Compliance Certificate
List of Corporate Affiliates and Subsidiaries and Purposes of Such Entities

<u>Name of Entity</u>	<u>Type of Entity and Purpose</u>
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Schedule 2 to Annual Affiliate Compliance Certificate
List of “Managed Organizations”

<u>Name of Entity</u>	<u>Type of Entity and Purpose</u>
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Schedule 3 to Annual Affiliate Compliance Certificate
List of “Affiliate’s Officers and Directors”

Schedule 4 to Annual Affiliate Compliance Certificate
List of Housing, Personnel, and Other Support Provided to Affiliate by University

Schedule 5 to Annual Affiliate Compliance Certificate
List of Support Provided by Affiliate to the University

EXHIBIT B TO UNIFORM AFFILIATION AGREEMENT
TRANSACTIONS REQUIRING A DETERMINATION OF APPROPRIATE UNIVERSITY PURPOSE

1. Unless involving operational and business management matters of Affiliate itself, Affiliate shall not undertake the following transactions and disbursements without first obtaining a determination of acceptable University purpose by the President or his designee unless (i) approval by the University's Board is required by the Board's by-laws or applicable law, or (ii) the President, in the exercise of his discretion determines that consideration of the matter at issue by the University's Board is appropriate:
 - A. Knowingly accepting any donation which either: contains a condition or imposes or purports to impose an obligation on the University, the fulfillment of which would require the University to undertake actions not previously taken or approvals not previously granted by the University in accordance with applicable policies and procedures without an express written provision indicating that the acceptance by Affiliate is conditioned on the acceptance of the conditions or obligations by the University's Board or President in accordance with University policies and procedures and the terms of this Agreement;
 - B. Accepting any donation of immovable property intended to be (a) retained by the Affiliate, rather than liquidated within a reasonable period of time, or (b) leased or otherwise occupied by a component of the University;
 - C. Purchasing any immovable property with a fair market value of \$500,000 or more, except property which will serve as the primary location of Affiliate's administrative offices; provided that this shall not prohibit decisions by Affiliate's Board relating to reasonable and prudent investments for the Affiliate's benefit;
 - D. Selling, donating, or otherwise transferring any immovable property which was acquired for use by the University, without providing at least thirty (30) days advance written notice to the LSU Executive Vice President;
 - E. Leasing any immovable property, facility, or portion of a facility which is expected to be occupied by the University for a period of one year or longer without providing at least thirty (30) days advance written notice to the LSU Executive Vice President;
 - F. Entering into any cooperative endeavor or similar agreement with any public or quasi-public entity; and,
 - G. Creating a legal entity as a subsidiary or component of Affiliate without providing at least thirty (30) days advance written notice (unless a shorter period for the notice is approved in writing by the Executive Vice President) to the LSU Executive Vice President. If any such legal entities are created, affiliate shall either: (i) if available, present the financial activities of each such subsidiary in discrete schedules attached to Affiliate's financial statements, or (ii) if such discrete schedules are not available, provide University with copies of the tax returns of each such subsidiary.

2. The following disbursements and transactions require approval in accordance with policies and procedures mutually agreed to by University and Affiliate:
 - A. Reasonable moving expenses and reasonable relocation expenses of a University employee covered by PM 13; and,

B. Reasonable travel, moving, relocation, entertainment, educational benefits or reimbursements may be paid to a University employee (or authorized traveler). Such payments may be made for such expenses within and above state limits when specifically approved by appropriate University administrators in accordance with University policy. Pending further specification of University policy, such expenses require approval of the employee's dean, vice chancellor or other equivalent administrative official, or their designee.

3. Contracts (or other agreements, including employment agreements) and subsequent amendments between Affiliate and a University employee should be recommended by the Chancellor (or equivalent) and approved in accordance with University policy, including approval by the Board of Supervisors, where applicable. Justification for such contracts should be in writing and demonstrate that the employee's duties are not those which the employee should perform directly for the University. These requirements shall be in addition to those of University's PM-11.

EXHIBIT C TO UNIFORM AFFILIATION AGREEMENT
PROHIBITED EXPENDITURES

1. Submission of a written request for reimbursement or direct payment of an expense by or on behalf of a University employee shall constitute a **good faith** representation by University employees and administrators whose signatures appear on such request that (a) the Affiliate's expenditure of funds as requested is consistent with applicable University policies, applicable law and the terms of this Agreement, and (b) where expenditures involve the disbursement of donor restricted funds, that the **purpose for which the expenditure has been requested** is consistent with donor intent. For purposes of evaluating Affiliate's compliance with the terms of this Agreement, Affiliate may **reasonably** rely upon such representations.¹

2. University, its employees and administrators shall not request the expenditure of funds, and Affiliate shall not expend funds for any of the following purposes, either directly or through reimbursement:
 - A. Solely for the private benefit of a University employee (or the family or spouse of a University employee or other non-employee who is on University business), unless approved in accordance with section 2 of Exhibit B and section 6.3 of the Agreement;
 - B. For any fines, penalties, or forfeitures of a University employee;
 - C. For any gift which is represented to be personally from a University employee in his or her personal capacity;
 - D. For political contributions, including payments to political action committees;
 - E. For any expense or reimbursement which would create, under all the circumstances, a reasonable conclusion that the expenditure is either (i) lavish or extravagant, or (ii) the benefit to the individual University employee outweighs the benefit to the University;
 - F. Where payment of the expenditure would violate the Louisiana Code of Ethics;
 - G. For any purpose other than as authorized in the Agreement or through written amendment or clarification of this Agreement signed by both Affiliate and the President of University, except on the specific written recommendation of the Chancellor or equivalent (for himself/herself and those under his/her supervision) and specific written approval of the President;
 - H. For any purpose which is not consistent with Affiliate's tax exempt mission and the purpose(s) stated in section 1.1 of the Agreement.
 - I. Any purpose that would result in a finding that either (i) Affiliate is being operated for the benefit of private interests, or (ii) Affiliate has permitted its net earnings to inure to the benefit of any private shareholder or individual, in violation of applicable provisions of the Internal Revenue Code as amended.

¹ The concept of "reasonable reliance" as applied to Affiliate's review of requests for expenditures submitted by the University or University personnel permits Affiliate to rely on an implied representation that such requests are consistent with University policies and procedures and the terms of this Agreement, except where, for example: (a) Affiliate has knowledge of facts indicating that representations implied in the request are not accurate, or (b) necessary documentation has not been submitted to support the request, or (c) documentation submitted in connection with the request is incomplete, inconsistent or inaccurate on its face.

EXHIBIT D TO UNIFORM AFFILIATION AGREEMENT
SCHEDULE OF AGREED-UPON PROCEDURES
For
AFFILIATE VERIFICATION OF COMPLIANCE
WITH UNIFORM AFFILIATION AGREEMENT

Independent Accountants retained by Affiliates will issue an Agreed Upon Procedures report regarding findings based on the following:

1. Confirm that Affiliate maintains a written policy regarding the handling and resolution of audit findings, audit exceptions, and any misuse of funds by observing a copy of such policy. The policy shall require that any unresolved issues be reported to the Audit Committee of the LSU Board of Supervisors consistent with Sub-section 5.6.
2. Confirm that Affiliate's governing board has established and implemented policies governing conflicts of interest by observing a copy of such policy.
3. Obtain an understanding of the internal controls in place over cash disbursements and expenditures for the period in question. On a sample of items, inspect written evidence of the internal controls and support for each transaction to determine if Affiliate has designed and implemented procedures related to the following UAA provisions:
 - Supplemental compensation or benefits, as defined in section 6.5 of the UAA paid directly to a University employee has written approval by the Chancellor or equivalent and the President of LSU.
 - Payments made to or on behalf of University employees for travel, moving, relocation, entertainment, educational benefits, and other reimbursements have been approved by the employee's dean, vice chancellor, or other equivalent administrative official approval in accordance with policies and procedures mutually agreed to by University and Affiliate.
 - Payments for moving and relocation expenses of University employees covered by PM 13 have been approved in accordance with policies and procedures mutually agreed to by University and Affiliate.
 - Payments have not been made for expenses that are solely for the private benefit of a University employee (or the family or spouse of a University employee or other non-employee who is on University business) unless approved in accordance with Section 2 of Exhibit B and Section 6.3 of the UAA.
 - Fines, forfeitures or penalties of University employees have not been paid by the Affiliate.

- Gifts represented to be personally from a University employee in his or her personal capacity have not been made by the Affiliate nor has any University employee been reimbursed for the purchase of such a gift.
- Political contributions which are prohibited by applicable Internal Revenue Service Regulations or state law have not been made or reimbursed.
- Funds have not been disbursed in connection with contracts (or other agreements including employment agreements) between the Affiliate and a University employee unless recommended by the Chancellor (or equivalent) and approved by the LSU President or the Board of Supervisors.
- Funds have been not disbursed for any purpose which is not consistent with Affiliate's tax-exempt mission and the purpose(s) stated in section 1.1 of the UAA.
- Funds have not been disbursed for any purpose that would result in a finding that either (i) Affiliate is being operated for the benefit of private interests, or (ii) Affiliate has permitted its net earnings to inure to the benefit of any private shareholder or individual, in violation of applicable provisions of the Internal Revenue Code as amended.

The proposed sample size will be provided to the LSU Executive Vice President for review and comment at least 15 days prior to the engagement. Unless otherwise mutually agreed to by Affiliate and the Executive Vice President for good cause shown, the sample size shall not exceed the fewer of 10% of Affiliate's annual transactions or 50 transactions.

4. Obtain a written representation from the Affiliate that, in accordance with Section 5.3 of the UAA, Affiliate has (a) provided the Auditor with a copy of its current UAA including any amendments thereto; (b) provided the Auditor with access to all documents and other information relevant to the UAA; and, (c) represented to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of the UAA.



Board of Supervisors

Recommendation to Approve an Affiliation Agreement with the Louisiana State University in Shreveport Foundation

Date: October 23, 2020

1. Bylaw Citation

Pursuant to Article VII, Section 1

- J. Any affiliation agreement with a private non-profit foundation formed to support the programs, facilities, and research and educational opportunities offered by one or more campuses of the University, or the University as a whole.

2. Summary of Matter

At its March 6, 2020 meeting, the Board of Supervisors approved a new Uniform Affiliation Agreement (UAA) template. The affiliation agreement outlines the general duties and responsibilities of both the University and the Affiliate. The template approved in March made a number of revisions and edits to the agreement, including providing for a more transparent and straightforward procedure to monitor compliance with the terms of the agreement. The university is now recommending approval of affiliation agreements with existing affiliates in the new UAA template.

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

There is no fiscal impact expected from the amended Affiliation Agreement.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

Not applicable.

7. Parties of Interest

LSU and the Louisiana State University in Shreveport Foundation.

8. Related Transactions

Not applicable.

9. Conflicts of Interest

None.

10. Attachments

1. Affiliation Agreement with the Louisiana State University in Shreveport Foundation

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors authorizes the President to execute the affiliation agreement with the Louisiana State University in Shreveport Foundation, as presented.

Uniform Affiliation Agreement

This Agreement is made and entered into on the 24 day of September, 2020, between the Board of Supervisors of Louisiana State University Agricultural and Mechanical College ("University") and Louisiana State University in Shreveport Foundation ("Affiliate").

WHEREAS, as stated in La. R.S. 17:3390(A), the Legislature has found and University recognizes that private, nonprofit organizations under the direction and control of private individuals who support institutions of higher education are effective in obtaining private support for those institutions;

WHEREAS, as further stated in La. R.S. 17:3390(A), the Legislature encourages higher education management boards and institutions to promote the activities of alumni associations, foundations, and other private, nonprofit organizations that raise private funds for the support of public institutions of higher education;

WHEREAS, after considering the proposed mission and purpose of Affiliate, University has determined that Affiliate's activities will support or enhance one or more of the programs, facilities, research and educational opportunities offered by University;

WHEREAS, because of the close association of Affiliate with the University, it is prudent and beneficial to have a clear statement, agreed upon by the parties, of the respective responsibilities, requirements, authority, and relationship of the University and Affiliate while preserving the private and independent legal status of the Affiliate:

1. Affiliate Purpose and Status

- 1.1 Affiliate's purpose(s) shall be as defined in the Affiliate's Articles of Incorporation. All actions taken by Affiliate shall be consistent with and in furtherance of its stated purpose(s), and such actions shall likewise be consistent with the institutional mission and activities of University as defined by the University. In order to prevent the unnecessary duplication of activities among University affiliates, any proposed material change in Affiliate's authorized purpose(s) must be approved in advance and in writing by the President of LSU. Requests for approval of such changes in purpose shall be submitted to LSU's Executive Vice President for Finance and Administration and CFO ("LSU Executive Vice President") with a copy delivered to the Chair of the Board of Supervisors.
- 1.2 Unless waived in writing, Affiliate shall provide at least 30 days advance written notice to the LSU Executive Vice President of any proposed material change in Affiliate's Articles of Incorporation or Bylaws.
- 1.3 Affiliate has been formed as a private non-profit Louisiana organization, and has been recognized as and shall maintain its status as an organization exempt from taxation under Section 501(c) of the Internal Revenue Code.
- 1.4 Affiliate is a separate legal entity from University. Nothing in this Agreement shall be construed as to invalidate or restrict Affiliate's private and independent legal status.

2. Governance

- 2.1 To ensure that Affiliate's status as a private entity is recognized and maintained in accordance with La. R.S. 17:3390(B), Affiliate shall meet the following criteria:
 - 2.1.1 Affiliate shall be under the management and control of a board of directors ("Affiliate's Board") elected by the members or shareholders of Affiliate.
 - 2.1.2 A majority of the voting members of Affiliate's Board shall consist of individuals who are not members or employees of a Louisiana higher education management board; and,
 - 2.1.3 Affiliate shall reimburse, either directly or in-kind, the cost of housing, personnel, and other support furnished to Affiliate by any institution of higher education.
- 2.2 Members of Affiliate Boards
 - 2.2.1 The President of LSU, or his designee, shall be a non-voting *ex officio* member of Affiliate's Board and of the Executive Committee of such Board (or equivalent). To promote compliance with Affiliate's policy on conflicts of interest, and ensure that appropriate disclosures are made and facilitate an understanding of Affiliate's business, the President of LSU will provide Affiliate with reasonable advance notice identifying individuals designated to attend meetings in his place and will endeavor to utilize a single individual as his designee.
 - 2.2.2 The Chairman of the Board of Supervisors, in consultation with members of the Board of Supervisors and Chairman of the Affiliate Board, shall have the right to recommend a list of members of the Board of Supervisors as potential candidates to Affiliate for election to Affiliate's Board as non-voting members. Affiliate agrees that at all times, excluding instances associated with temporary vacancies created by death, resignation or similar causes, at least one member of its Board, shall be elected from the recommended candidates.
 - 2.2.3 Designation of the President of LSU (or his designee) and Affiliate's election of an individual nominated by the Chairman of the Board of Supervisors to serve as a member of Affiliate's Board and/or Executive Committee is not intended to and shall not be deemed a waiver of the privileges and immunities granted Affiliate pursuant to La. R.S. 17:3390.
- 2.3 If the Affiliate is in primary support of a single campus or institution, the Chancellor or equivalent shall, at a minimum, be given notice of and the ability to attend and participate as a non-voting, *ex officio* member in meetings of the Affiliate's Board and Executive Committee.
- 2.4 Members of the Board of Directors and the Executive Committee shall have reasonable access to all books and records of Affiliate in accordance with its generally applicable confidentiality and non-disclosure policies, provided that members who are or may be deemed "public servants," as defined in La. R.S. 42:1102(19), shall not have legal custody of Affiliate's books and records. Requests for access to books and records shall be made via written request directed to Affiliate's Chief Executive Officer.

3. General Duties and Responsibilities of Affiliate

- 3.1 Operate Affiliate for primary benefit of University in accordance with Affiliate's Articles of Incorporation and tax-exempt purpose.
- 3.2 Support and promote the mission and activities of the University.
- 3.3 Affiliate shall establish and enforce policies to identify and manage potential conflicts of interest and ensure that Affiliate's assets do not directly or indirectly unduly benefit any individual or other person.
- 3.4 Solicit and accept things of value of all kinds consistent with applicable law.
- 3.5 Receive, hold, invest, administer, manage, distribute and provide good stewardship of gifts and bequests in accordance with donor intent, applicable law and applicable University and Affiliate policies and procedures.
- 3.6 Expend funds for the establishment and operation of Affiliate and for any reasonable expenses incidental to the conduct of the affairs of Affiliate.
- 3.7 Within 120 days following the close of Affiliate's fiscal year, unless an extension is granted by the LSU Executive Vice President, submit the annual Affiliate Compliance Certificate (Exhibit A) and materials referenced therein, to the LSU Executive Vice President.
- 3.8 Subject to any limitations imposed by contracts among the University and third parties and applicable University policies, the Affiliate may be granted the right by University to utilize its "licensed marks" on a royalty free basis for its activities in support of LSU. Affiliate must adhere to the Louisiana State University Brand Identity.
- 3.9 University is an equal opportunity/access institution committed to diversity and inclusiveness in procurement. Affiliate is encouraged to reflect the spirit of this commitment in its business practices by: (a) participating in and encouraging major suppliers to participate in LSU sponsored outreach programs for small businesses as well as minority, women and veteran owned businesses ("DBEs"); (b) creating awareness among its suppliers that University and Affiliate encourage suppliers to make reasonable and prudent efforts to identify and provide competitive opportunities for participation by DBEs; and, (c) making reasonable and prudent efforts consistent with its unique needs as well as its fiduciary and good stewardship obligations, to identify and provide competitive opportunities for DBEs to participate in Affiliate's procurement opportunities. To assist Affiliate in its efforts, the University will make the resources of its Supplier Diversity program, including but not limited to lists of registered DBE's, personnel and information on best practices, available to Affiliate.

4. General Duties and Responsibilities of University

- 4.1 Support and promote the purpose and activities of Affiliate and encourage the donation of private funds to Affiliate;
- 4.2 Avoid action that would undermine Affiliate's status as a private entity, maintain the confidentiality of donor records and the private nature of Affiliate's books and records to the extent allowed by law;

- 4.3 Accept funds made available by Affiliate, provide good stewardship of gifts once received by University and utilize funds received from Affiliate in a manner consistent with University's mission, terms and conditions imposed by testators and donors, applicable law, this Agreement and University policy; and,
- 4.4 Make available to Affiliate, at University's sole discretion, appropriate facilities, personnel, or other support pursuant to the provisions of La. R.S. 17:3390(B)(3) and as otherwise permitted by law.

5. Records, Internal Controls and Funds Management

- 5.1 Recognizing the need to preserve the public trust and guard against the appearance of impropriety in its activities, Affiliate shall adopt, maintain, and enforce necessary and appropriate policies, procedures and internal controls, including policies on conflicts of interest, required for the conduct of its business in accordance with applicable law, the terms of this Agreement, applicable University policies and procedures and best practices for similar nonprofit organizations.
- 5.2 The books and records of Affiliate shall be kept in accordance with customary and current accounting standards. For the preparation of reports required by this section of this Agreement, an external accountant and/or auditor engaged to conduct such reports shall be selected from among the most recent list of certified public accountants maintained by the Louisiana Legislative Auditor.
- 5.3 In connection with its annual financial audit, Affiliate shall: (a) provide its auditors with a copy of this Agreement including all exhibits, schedules, and other attachments; (b) provide its auditors with access to all documents and other information relevant to this Agreement; (c) require Affiliate's chief executive officer to represent to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of this Agreement; and, (d) rotate audit partners or firms at least every five years.
- 5.4 On a biennial basis, to commence in an Affiliate's fiscal year (commencing on or following execution of this Agreement by Affiliate) designated by the Executive Vice President, or on an annual basis if requested in writing by the LSU Executive Vice President for good cause shown, Affiliate shall separately engage an Independent Accountant (which may be the same firm conducting its financial statement audit) to perform various procedures necessary to issue an Agreed Upon Procedures report concerning items included in the Schedule of Agreed - Upon Procedures for Verification of Affiliate Compliance (Exhibit D).
- 5.5 Affiliate shall provide to the LSU Executive Vice President within 120 days of the close of Affiliate's fiscal year: (a) its audited financial statements; and (b) its Agreed Upon Procedures report. At the request of the LSU Office of Internal Audit, Affiliate and its independent auditors shall arrange to meet with representatives from the LSU Office of Internal Audit to review written findings and/or the Agreed Upon Procedures report.
- 5.6 Affiliate shall evaluate and, where appropriate, take corrective action to remedy material and substantial audit findings. Material and substantial audit findings which have not either been

(a) resolved by management or, where appropriate, through corrective action within ninety (90) days following issuance of the annual audit, or (b) in cases where corrective action is appropriate, corrective action reasonably designed to resolve the issue has not been taken within ninety (90) days following issuance of the annual audit, shall be reported to the Audit Committee of the Board of Supervisors in writing.

5.7 Pursuant to a separate written Funds Management Agreement authorized and executed by University and Affiliate, University may in its discretion agree to deliver and Affiliate may agree to accept for deposit with Affiliate funds which have been donated to the University by private individuals or entities or which have been provided from the state to the University pursuant to the Board of Regents Support Fund or other programs.

6. Certain Disbursements and Other Transactions

6.1 All disbursements by Affiliate for administrative and operating expenses shall be in accordance with policies adopted by Affiliate's Board and in accordance with its annual budget, as modified by policies and procedures adopted by Affiliate's Board. Such policies shall provide for sound and prudent business practices, the payment or reimbursement of ordinary, necessary and reasonable business expenses, and shall address the content of this Agreement.

6.2 Affiliate shall not undertake the disbursements and transactions described on Exhibit B, other than transactions and disbursements involving operational and business management matters of Affiliate itself, without first obtaining a determination of acceptable University purpose from the appropriate University authority.

6.3 No donation requiring a determination of acceptable University purpose shall be publicized or otherwise disclosed by Affiliate prior to acceptance of any conditions or obligations by the University's Board or President of LSU in accordance with University policies and procedures.

6.4 Requests for a determination of acceptable University purpose shall be submitted to the President of LSU or to the Board through the President as may be appropriate by the Chancellor (or equivalent) of the campus or institution for whose benefit the action is proposed, in accordance with the procedures set forth in University procedures. Any submission shall include a specific recommendation from the Chancellor or equivalent demonstrating that the proposed transaction is in support of the University and its mission.

6.5 Absent exceptional circumstances and written approval by the Chancellor (or equivalent) and President (or designee), supplemental compensation or benefits to a University employee shall be paid through the University, not directly by Affiliate to the employee. For purposes of this section, supplemental compensation or benefits shall mean all compensation or benefits in addition to the base university compensation and benefits approved by the Board of Supervisors for duties performed by the employee for the University.

6.6 To ensure compliance with La. R.S. 17:3390(F), payments of over one thousand (\$1,000) dollars for any single transaction to, or on behalf of, or to reimburse the expense of a public employee of a public higher education institution or a public employee or officer of a management board of a public higher education institution shall be periodically reviewed and

approved by the Board of Supervisors in accordance with applicable policies and procedures. Affiliate may pay or reimburse such transactions pending approval by the Board, provided that any such payments or reimbursements subsequently disapproved by the Board shall be reimbursed to the Affiliate by the public employee or officer within ninety (90) days of such disapproval.

7. Prohibited Expenditures, Advisory Opinions

- 7.1 University, its employees and administrators shall not request the expenditure of funds and Affiliate shall not expend funds for any of the purposes described in section 2 of Exhibit C either directly or through reimbursement.
- 7.2 Where there is doubt about the reasonableness or validity of a proposed expenditure or transaction, or the procedure by which such expenditure or transaction should be reviewed, the Chancellor or equivalent, or legal counsel for Affiliate, shall seek an advisory opinion from the President, through the LSU Executive Vice President. Where appropriate, the President may refer the question to the Board of Supervisors for a decision. The President may adopt guidelines to facilitate the provisions of this sub-section.

8. Funds Management Agreements/Commitment of University Funds

- 8.1 With the written consent of the LSU Executive Vice President, Affiliate may enter into one or more agreements ("Funds Management Agreements") with other affiliates of University (that is, other non-profit organizations which are recognized pursuant to University policy) so that one affiliate will manage the funds of another affiliate. In such event, the affiliate which is agreeing to manage the funds of the other affiliate shall be known as the "Funds Owner" while the affiliate transferring the funds shall be known as the "Funds Manager."
- 8.2 Unless otherwise specifically provided for in the Funds Management Agreement, the Funds Manager shall have no internal control or audit responsibilities with respect to the Funds Owner; provided, however, that the Funds Manager shall cooperate with the Funds Owner's management and auditors with respect to such matters.
- 8.3 Where Affiliate enters into a Funds Management Agreement with an organization that has not executed an Affiliation Agreement with University, such Funds Management Agreements shall:
 - 8.3.1 Require that the funds of the Funds Owner be included in either (a) the Funds Manager's annual audit conducted pursuant to La. R.S. 17:3390 or, (b) if the Funds Manager is exempt from annual audit requirements pursuant to R.S. 17:3390, an exemption certificate and a sworn financial statement in accordance with La. R.S. 17:3390D(3)(a)-(c).
 - 8.3.2 Notify the Funds Owner of the requirements of La. R.S. 17:3390(D).
- 8.4 In connection with transactions requiring the commitment of material University resources (including the transfer of University funds), the Affiliate will enter into a written agreement outlining the structure or details of each specific transaction, excluding routine transactions;

the obligations of Affiliate, University, and any other parties; the public purpose to be achieved from such transaction; and, either a reasonable expectation that benefits to the University resulting from the transaction will equal or exceed the value of funds provided by the University or an affirmation that the value of the University funds committed to the transaction will be reimbursed, either directly or through in-kind services in accordance with the requirements of La. R.S. 17:3390(B)(3).

- 8.5 Upon written request from the LSU Executive Vice President, Affiliates that are exempt from annual audit requirements pursuant to La. R.S. 17:3390, may be required to submit a financial audit or agreed to procedures report acceptable to the University conducted in accordance with generally accepted auditing standards by an independent professional auditor or, at Affiliate's option, LSU Internal Audit personnel. In connection with any audit or agreed to procedures conducted pursuant to this section, Affiliate shall: (a) provide its auditors with a copy of this Agreement; (b) provide its auditors with access to all documents and other information relevant to this Agreement; and, (c) represent to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of this Agreement.

9. Term and Termination

- 9.1 This Agreement revises and replaces previous Affiliation Agreements between University and Affiliate. It shall take effect on the date first written above, and shall continue for a period of one year. Thereafter, it shall be automatically renewed and extended for additional one-year periods unless Affiliate gives notice to terminate pursuant to the provisions of section 9.2, or University gives notice to terminate pursuant to the provisions of section 9.3. The provisions of this section shall survive any such termination.
- 9.2 Except to the extent modified by this Agreement or a separate written Agreement between Affiliate and University, Affiliate may terminate this Agreement without cause by providing written notice to the University no less than six (6) months prior to the effective date of the termination.
- 9.3 Except to the extent modified by this Agreement or a separate written Agreement between Affiliate and University, University may terminate this Agreement for cause in the event of:
- 9.3.1 Affiliate commits a material and substantial violation of the terms of this Agreement and fails to cure such violation after being provided with at least 30 days' notice of such violation,
 - 9.3.2 Affiliate engages in or negligently allows: (a) any material and substantial misuse of Affiliate's funds, or (b) any fraudulent or other illegal activity,
 - 9.3.3 the commencement of a voluntary bankruptcy proceeding by Affiliate or the commencement of an involuntary bankruptcy proceeding against Affiliate that is not dismissed within 120 days,
 - 9.3.4 the commencement of a voluntary dissolution proceeding by Affiliate or an involuntary dissolution proceeding against Affiliate that is not dismissed within 120 days,

- 9.3.5 a transfer of the campus, institution or program supported by Affiliate to another higher education management board,
 - 9.3.6 elimination or modification of programs offered by University such that Affiliate is no longer deemed necessary to the University's mission or the Affiliate is no longer able to achieve its purpose(s), or
 - 9.3.7 the occurrence of any other material event or circumstance similar in nature to those described in subsections 9.3.1-9.3.6 which, in the reasonable judgment of the University, constitutes cause and remains uncured following thirty (30) days' notice to Affiliate.
- 9.4 Upon termination of this Agreement, Affiliate shall:
- 9.4.1 Cease to use the University's name, marks or other indicia to solicit donations or for any other purpose and shall not in any way represent to alumni, contributors, and the general public that said Affiliate is affiliated with the University or authorized to raise funds for any of the colleges, schools, departments, and divisions comprising it;
 - 9.4.2 Unless otherwise directed in writing by the University or unless otherwise required pursuant to the terms of applicable law, immediately transfer to University or another affiliate designated by University, all public funds which Affiliate holds as a depository pursuant to the provisions of section 8.0;
 - 9.4.3 Terminate any Management Agreements entered into with other University affiliates in accordance with the terms of Section 8 of this Agreement and immediately return any managed funds to the appropriate Managed Affiliate(s); and,
 - 9.4.4 Provide an accounting to University of all funds, public or private, held by Affiliate within 120 days of notice of termination unless extended in writing by mutual agreement.
- 9.5 If the Affiliate's purpose is in primary support of a single campus or institution, and the necessity for termination of this Agreement results from the transfer of the supported campus or institution to another public higher education management board ("Transferee Institution"), to the extent consistent with applicable law and prudent financial management practices, the applicable provisions of any legislation authorizing transfer of the supported campus or institution and compliance with sections 9.4.1 through 9.4.4 of this Agreement, Affiliate may effect the termination of this agreement to the extent it enters into an affiliation agreement with the Transferee Institution providing for Affiliate's ability to continue its mission of supporting the same campus or institution subject to oversight by the Transferee Institution. Preceding the transfer, there shall be a review to determine whether there is any adverse impact on the University. In the event that Affiliate enters into an affiliation agreement with a Transferee Institution pursuant to the terms of this Section, the Transferee Institution and Affiliate shall agree to indemnify, defend and hold harmless University, its members, employees and agents from and against any and all claims and liabilities associated with or in any way arising out of University's association with Affiliate and Affiliate's actions or inactions (whether past, present or future).
- 9.6 Upon dissolution of Affiliate, whether dissolution is voluntary or involuntary, subject to compliance with sections 9.4 – 9.5 of this Agreement, applicable laws and Affiliate's Articles of Incorporation and other governing documents, Affiliate shall provide for its net assets to be distributed to another nonprofit affiliated with the University as designated by the

President of LSU, unless otherwise agreed by the University and Affiliate or directed by a court of competent jurisdiction and venue, to be used as nearly as practicable in accordance with the express terms of written acts of donation, testaments, pledges and similar instruments, donor intent, Affiliate's governing documents, purposes and applicable law. This paragraph shall not prejudice the rights of creditors including, without limitation, any properly approved, valid, and enforceable financing agreements executed by Affiliate.

10. Notices, Entire Agreement, Venue

- 10.1 Unless otherwise provided herein, whenever any notice or demand is required or permitted under this agreement, such notice or demand shall be given in writing and delivered in person or by certified mail to the University, addressed to its President at 3810 West Lakeshore Drive, Baton Rouge, LA, and to Affiliate at the address shown above. Unless otherwise provided herein, such advance notice requirements and time periods designated for the performance of specific acts may be extended or waived, in writing, by the LSU Executive Vice President.
- 10.2 This Agreement, including all exhibits, constitutes the entire agreement between the parties and shall not be amended except in writing signed by the President of University and a duly authorized officer of Affiliate. This Agreement is not intended to and does not create any rights in third parties.
- 10.3 The parties anticipate that they will enter into separate agreements for specific projects. Where there is a conflict between the terms of this Agreement and the terms of any separate agreement, the terms of the separate agreement shall control.
- 10.4 This Agreement is entered into, and any action arising from this Agreement shall be brought in, East Baton Rouge Parish, Louisiana.

THUS DONE AND SIGNED this 24 day of September, 2020, by the undersigned duly authorized representatives.

For Affiliate:

For University:

By: Carey A Sullivan
Name: Carey A. Sullivan
Title: LSU Shreveport Foundation
Board President

By: _____
Name:
Title:

EXHIBIT A TO UNIFORM AFFILIATION AGREEMENT
ANNUAL AFFILIATE COMPLIANCE CERTIFICATE

Date _____

LSU Board of Supervisors

Attn: _____

Baton Rouge, Louisiana

Re: _____ ("Organization")

Annual Compliance Certificate

Members of the LSU Board of Supervisors:

In my capacity as the Chief Executive Officer (or other authorized officer) of _____, I am writing to confirm that *after making reasonable and appropriate inquiries, to the best of my knowledge, information and belief*, the following information is true and correct as of the date of this letter:

1. The Organization is required to obtain an annual financial audit in accordance with La. R.S. 17:3390. The annual financial audit for the fiscal year ending _____, conducted by an independent auditor, has been completed and a copy was provided to the Legislative Auditor with a copy to your office by letter dated _____;

OR

The Organization is exempt from the annual audit requirements of La. R.S. 17:3390, and copies of the Organization's exemption certificate and sworn financial statement prepared in accordance with La. R.S. 17:3390D(3)(a)-(c), were provided to the Legislative Auditor with a copy to your office by letter dated _____;

2. The Organization's annual tax return for the _____ tax year was completed and filed with IRS on _____ and a copy was delivered to your office by letter dated _____;

OR IF APPLICABLE

The Organization has requested an extension through _____ within which to file its annual tax return for the _____ tax year, and a copy of the return will be provided to your office upon filing;

3. A complete list of all active corporate affiliates and subsidiaries of the Organization as of this date and the purpose for which such entities have been formed is attached to this certificate as Schedule "1";

4. A complete list of all “managed organizations” as defined in the Uniform Affiliation Agreement, managed by the Organization is attached to this certificate as Schedule “2”;
5. A current list of the Organization’s officers and directors is attached to this certificate as Schedule “3”;
6. A copy of the Organization’s Articles of Incorporation and Bylaws are on file with and copies of any proposed amendments have been provided to the Executive Vice President;
7. The Organization is registered as a Louisiana nonprofit entity and it remains exempt from taxation in accordance with Sections _____ of the Internal Revenue Code;
8. The Organization has taken all necessary action, including any filings required by the Louisiana Secretary of State and other authorities, to maintain its corporate existence and its tax-exempt status;
9. A preliminary list, which is subject to confirmation by your office, showing the type of any housing, personnel, and other support provided to Affiliate by University during the previous fiscal year pursuant to the provisions of La. R.S. 17:3390(B)(3), including (i) amount and location of any space or facilities provided, (ii) number of personnel provided, and (iii) a listing of the type of any other services provided to Affiliate by University is attached to this certificate as Schedule “4”;
10. As detailed in Schedule “5” to this certificate, during the previous fiscal year, (i) subject to confirmation by your office, our records indicate that the total amount paid in cash to University as direct reimbursement for housing, personnel and other support was \$_____, and (ii) subject to confirmation by your office, our records indicate that the total dollar value of all property provided to the University together with all expenditures made in support of the University (exclusive of costs for personnel employed solely by and for the benefit of Affiliate, facilities occupied solely by Affiliate and other Affiliate overhead and administrative costs), which amount shall be considered "in-kind" reimbursement for purposes of La. R.S. 17:3390(b)(3), was \$_____;
11. The Organization maintains and enforces a policy on conflicts of interest as well as other policies procedures and internal controls required for the conduct of its business in accordance with applicable law, the terms of the Affiliation Agreement, applicable University policies and procedures and best practices for similar nonprofit organizations;
12. Except as specifically provided for under the circumstances described in Sections 6 and 7 of the Uniform Affiliation Agreement or previously disclosed in writing to the Executive Vice President, the Organization has not engaged in any prohibited transactions or made any prohibited expenditures over the last fiscal year;
13. Except as previously disclosed in writing to the Audit Committee of the Board of Supervisors, the Organization resolved or will resolve any material and substantial audit findings within

90 days of the issuance of its annual audit in accordance with Uniform Affiliation Agreement Section 5.4;

14. The Organization has provided a copy of its current Affiliation Agreement and access to all documents and other information relevant to the Affiliation Agreement to its independent auditors, if applicable, for use in the evaluation of our internal controls and determining compliance with the Affiliation Agreement in connection with transactions reviewed by the auditors in the course of their work. The Organization has represented to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of the Affiliation Agreement; and,
15. A copy of the Agreed Upon Procedures report described in Section 5.4 and Exhibit D was provided to your office by letter dated _____.

Sincerely,

Name:

Title:

Schedule 1 to Annual Affiliate Compliance Certificate
List of Corporate Affiliates and Subsidiaries and Purposes of Such Entities

Name of Entity Type of Entity and Purpose

Schedule 2 to Annual Affiliate Compliance Certificate
List of "Managed Organizations"

Name of Entity Type of Entity and Purpose

Schedule 3 to Annual Affiliate Compliance Certificate
List of "Affiliate's Officers and Directors"

Schedule 4 to Annual Affiliate Compliance Certificate
List of Housing, Personnel, and Other Support Provided to Affiliate by University

Schedule 5 to Annual Affiliate Compliance Certificate
List of Support Provided by Affiliate to the University

EXHIBIT B TO UNIFORM AFFILIATION AGREEMENT
TRANSACTIONS REQUIRING A DETERMINATION OF APPROPRIATE UNIVERSITY PURPOSE

1. Unless involving operational and business management matters of Affiliate itself, Affiliate shall not undertake the following transactions and disbursements without first obtaining a determination of acceptable University purpose by the President or his designee unless (i) approval by the University's Board is required by the Board's by-laws or applicable law, or (ii) the President, in the exercise of his discretion determines that consideration of the matter at issue by the University's Board is appropriate:
 - A. Knowingly accepting any donation which either: contains a condition or imposes or purports to impose an obligation on the University, the fulfillment of which would require the University to undertake actions not previously taken or approvals not previously granted by the University in accordance with applicable policies and procedures without an express written provision indicating that the acceptance by Affiliate is conditioned on the acceptance of the conditions or obligations by the University's Board or President in accordance with University policies and procedures and the terms of this Agreement;
 - B. Accepting any donation of immovable property intended to be (a) retained by the Affiliate, rather than liquidated within a reasonable period of time, or (b) leased or otherwise occupied by a component of the University;
 - C. Purchasing any immovable property with a fair market value of \$500,000 or more, except property which will serve as the primary location of Affiliate's administrative offices; provided that this shall not prohibit decisions by Affiliate's Board relating to reasonable and prudent investments for the Affiliate's benefit;
 - D. Selling, donating, or otherwise transferring any immovable property which was acquired for use by the University, without providing at least thirty (30) days advance written notice to the LSU Executive Vice President;
 - E. Leasing any immovable property, facility, or portion of a facility which is expected to be occupied by the University for a period of one year or longer without providing at least thirty (30) days advance written notice to the LSU Executive Vice President;
 - F. Entering into any cooperative endeavor or similar agreement with any public or quasi-public entity; and,
 - G. Creating a legal entity as a subsidiary or component of Affiliate without providing at least thirty (30) days advance written notice (unless a shorter period for the notice is approved in writing by the Executive Vice President) to the LSU Executive Vice President. If any such legal entities are created, affiliate shall either: (i) if available, present the financial activities of each such subsidiary in discrete schedules attached to Affiliate's financial statements, or (ii) if such discrete schedules are not available, provide University with copies of the tax returns of each such subsidiary.

2. The following disbursements and transactions require approval in accordance with policies and procedures mutually agreed to by University and Affiliate:
 - A. Reasonable moving expenses and reasonable relocation expenses of a University employee covered by PM 13; and,

- B. Reasonable travel, moving, relocation, entertainment, educational benefits or reimbursements may be paid to a University employee (or authorized traveler). Such payments may be made for such expenses within and above state limits when specifically approved by appropriate University administrators in accordance with University policy. Pending further specification of University policy, such expenses require approval of the employee's dean, vice chancellor or other equivalent administrative official, or their designee.
3. Contracts (or other agreements, including employment agreements) and subsequent amendments between Affiliate and a University employee should be recommended by the Chancellor (or equivalent) and approved in accordance with University policy, including approval by the Board of Supervisors, where applicable. Justification for such contracts should be in writing and demonstrate that the employee's duties are not those which the employee should perform directly for the University. These requirements shall be in addition to those of University's PM-11.

EXHIBIT C TO UNIFORM AFFILIATION AGREEMENT
PROHIBITED EXPENDITURES

1. Submission of a written request for reimbursement or direct payment of an expense by or on behalf of a University employee shall constitute a **good faith** representation by University employees and administrators whose signatures appear on such request that (a) the Affiliate's expenditure of funds as requested is consistent with applicable University policies, applicable law and the terms of this Agreement, and (b) where expenditures involve the disbursement of donor restricted funds, that the **purpose for which the expenditure has been requested** is consistent with donor intent. For purposes of evaluating Affiliate's compliance with the terms of this Agreement, Affiliate may **reasonably** rely upon such representations.¹

2. University, its employees and administrators shall not request the expenditure of funds, and Affiliate shall not expend funds for any of the following purposes, either directly or through reimbursement:
 - A. Solely for the private benefit of a University employee (or the family or spouse of a University employee or other non-employee who is on University business), unless approved in accordance with section 2 of Exhibit B and section 6.3 of the Agreement;
 - B. For any fines, penalties, or forfeitures of a University employee;
 - C. For any gift which is represented to be personally from a University employee in his or her personal capacity;
 - D. For political contributions, including payments to political action committees;
 - E. For any expense or reimbursement which would create, under all the circumstances, a reasonable conclusion that the expenditure is either (i) lavish or extravagant, or (ii) the benefit to the individual University employee outweighs the benefit to the University;
 - F. Where payment of the expenditure would violate the Louisiana Code of Ethics;
 - G. For any purpose other than as authorized in the Agreement or through written amendment or clarification of this Agreement signed by both Affiliate and the President of University, except on the specific written recommendation of the Chancellor or equivalent (for himself/herself and those under his/her supervision) and specific written approval of the President;
 - H. For any purpose which is not consistent with Affiliate's tax exempt mission and the purpose(s) stated in section 1.1 of the Agreement.
 - I. Any purpose that would result in a finding that either (i) Affiliate is being operated for the benefit of private interests, or (ii) Affiliate has permitted its net earnings to inure to the benefit of any private shareholder or individual, in violation of applicable provisions of the Internal Revenue Code as amended.

¹ The concept of "reasonable reliance" as applied to Affiliate's review of requests for expenditures submitted by the University or University personnel permits Affiliate to rely on an implied representation that such requests are consistent with University policies and procedures and the terms of this Agreement, except where, for example: (a) Affiliate has knowledge of facts indicating that representations implied in the request are not accurate, or (b) necessary documentation has not been submitted to support the request, or (c) documentation submitted in connection with the request is incomplete, inconsistent or inaccurate on its face.

**EXHIBIT D TO UNIFORM AFFILIATION AGREEMENT
SCHEDULE OF AGREED-UPON PROCEDURES**

For

**AFFILIATE VERIFICATION OF COMPLIANCE
WITH UNIFORM AFFILIATION AGREEMENT**

Independent Accountants retained by Affiliates will issue an Agreed Upon Procedures report regarding findings based on the following:

1. Confirm that Affiliate maintains a written policy regarding the handling and resolution of audit findings, audit exceptions, and any misuse of funds by observing a copy of such policy. The policy shall require that any unresolved issues be reported to the Audit Committee of the LSU Board of Supervisors consistent with Sub-section 5.6.
2. Confirm that Affiliate's governing board has established and implemented policies governing conflicts of interest by observing a copy of such policy.
3. Obtain an understanding of the internal controls in place over cash disbursements and expenditures for the period in question. On a sample of items, inspect written evidence of the internal controls and support for each transaction to determine if Affiliate has designed and implemented procedures related to the following UAA provisions:
 - Supplemental compensation or benefits, as defined in section 6.5 of the UAA paid directly to a University employee has written approval by the Chancellor or equivalent and the President of LSU.
 - Payments made to or on behalf of University employees for travel, moving, relocation, entertainment, educational benefits, and other reimbursements have been approved by the employee's dean, vice chancellor, or other equivalent administrative official approval in accordance with policies and procedures mutually agreed to by University and Affiliate.
 - Payments for moving and relocation expenses of University employees covered by PM 13 have been approved in accordance with policies and procedures mutually agreed to by University and Affiliate.
 - Payments have not been made for expenses that are solely for the private benefit of a University employee (or the family or spouse of a University employee or other non-employee who is on University business) unless approved in accordance with Section 2 of Exhibit B and Section 6.3 of the UAA.
 - Fines, forfeitures or penalties of University employees have not been paid by the Affiliate.

- Gifts represented to be personally from a University employee in his or her personal capacity have not been made by the Affiliate nor has any University employee been reimbursed for the purchase of such a gift.
- Political contributions which are prohibited by applicable Internal Revenue Service Regulations or state law have not been made or reimbursed.
- Funds have not been disbursed in connection with contracts (or other agreements including employment agreements) between the Affiliate and a University employee unless recommended by the Chancellor (or equivalent) and approved by the LSU President or the Board of Supervisors.
- Funds have been not disbursed for any purpose which is not consistent with Affiliate's tax-exempt mission and the purpose(s) stated in section 1.1 of the UAA.
- Funds have not been disbursed for any purpose that would result in a finding that either (i) Affiliate is being operated for the benefit of private interests, or (ii) Affiliate has permitted its net earnings to inure to the benefit of any private shareholder or individual, in violation of applicable provisions of the Internal Revenue Code as amended.

The proposed sample size will be provided to the LSU Executive Vice President for review and comment at least 15 days prior to the engagement. Unless otherwise mutually agreed to by Affiliate and the Executive Vice President for good cause shown, the sample size shall not exceed the fewer of 10% of Affiliate's annual transactions or 50 transactions.

4. Obtain a written representation from the Affiliate that, in accordance with Section 5.3 of the UAA, Affiliate has (a) provided the Auditor with a copy of its current UAA including any amendments thereto; (b) provided the Auditor with access to all documents and other information relevant to the UAA; and, (c) represented to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of the UAA.



Board of Supervisors

Recommendation to Approve an Affiliation Agreement with the LSU Shreveport Alumni Association

Date: October 23, 2020

1. Bylaw Citation

Pursuant to Article VII, Section 1

- J. Any affiliation agreement with a private non-profit foundation formed to support the programs, facilities, and research and educational opportunities offered by one or more campuses of the University, or the University as a whole.

2. Summary of Matter

At its March 6, 2020 meeting, the Board of Supervisors approved a new Uniform Affiliation Agreement (UAA) template. The affiliation agreement outlines the general duties and responsibilities of both the University and the Affiliate. The template approved in March made a number of revisions and edits to the agreement, including providing for a more transparent and straightforward procedure to monitor compliance with the terms of the agreement. The university is now recommending approval of affiliation agreements with existing affiliates in the new UAA template.

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

There is no fiscal impact expected from the amended Affiliation Agreement.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

Not applicable.

7. Parties of Interest

LSU and the LSU Shreveport Alumni Association.

8. Related Transactions

Not applicable.

9. Conflicts of Interest

None.

10. Attachments

1. Affiliation Agreement with the LSU Shreveport Alumni Association

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors authorizes the President to execute the affiliation agreement with the LSU Shreveport Alumni Association, as presented.

Uniform Affiliation Agreement

This Agreement is made and entered into on the 25th day of September, 2020, between the Board of Supervisors of Louisiana State University Agricultural and Mechanical College (“University”) and LSU Shreveport Alumni Association (“Affiliate”).

WHEREAS, as stated in La. R.S. 17:3390(A), the Legislature has found and University recognizes that private, nonprofit organizations under the direction and control of private individuals who support institutions of higher education are effective in obtaining private support for those institutions;

WHEREAS, as further stated in La. R.S. 17:3390(A), the Legislature encourages higher education management boards and institutions to promote the activities of alumni associations, foundations, and other private, nonprofit organizations that raise private funds for the support of public institutions of higher education;

WHEREAS, after considering the proposed mission and purpose of Affiliate, University has determined that Affiliate’s activities will support or enhance one or more of the programs, facilities, research and educational opportunities offered by University;

WHEREAS, because of the close association of Affiliate with the University, it is prudent and beneficial to have a clear statement, agreed upon by the parties, of the respective responsibilities, requirements, authority, and relationship of the University and Affiliate while preserving the private and independent legal status of the Affiliate:

1. Affiliate Purpose and Status

- 1.1 Affiliate’s purpose(s) shall be as defined in the Affiliate’s Articles of Incorporation. All actions taken by Affiliate shall be consistent with and in furtherance of its stated purpose(s), and such actions shall likewise be consistent with the institutional mission and activities of University as defined by the University. In order to prevent the unnecessary duplication of activities among University affiliates, any proposed material change in Affiliate’s authorized purpose(s) must be approved in advance and in writing by the President of LSU. Requests for approval of such changes in purpose shall be submitted to LSU’s Executive Vice President for Finance and Administration and CFO (“LSU Executive Vice President”) with a copy delivered to the Chair of the Board of Supervisors.
- 1.2 Unless waived in writing, Affiliate shall provide at least 30 days advance written notice to the LSU Executive Vice President of any proposed material change in Affiliate’s Articles of Incorporation or Bylaws.
- 1.3 Affiliate has been formed as a private non-profit Louisiana organization, and has been recognized as and shall maintain its status as an organization exempt from taxation under Section 501(c) of the Internal Revenue Code.
- 1.4 Affiliate is a separate legal entity from University. Nothing in this Agreement shall be construed as to invalidate or restrict Affiliate’s private and independent legal status.

2. Governance

- 2.1 To ensure that Affiliate's status as a private entity is recognized and maintained in accordance with La. R.S. 17:3390(B), Affiliate shall meet the following criteria:
- 2.1.1 Affiliate shall be under the management and control of a board of directors ("Affiliate's Board") elected by the members or shareholders of Affiliate.
 - 2.1.2 A majority of the voting members of Affiliate's Board shall consist of individuals who are not members or employees of a Louisiana higher education management board; and,
 - 2.1.3 Affiliate shall reimburse, either directly or in-kind, the cost of housing, personnel, and other support furnished to Affiliate by any institution of higher education.
- 2.2 Members of Affiliate Boards
- 2.2.1 The President of LSU, or his designee, shall be a non-voting *ex officio* member of Affiliate's Board and of the Executive Committee of such Board (or equivalent). To promote compliance with Affiliate's policy on conflicts of interest, and ensure that appropriate disclosures are made and facilitate an understanding of Affiliate's business, the President of LSU will provide Affiliate with reasonable advance notice identifying individuals designated to attend meetings in his place and will endeavor to utilize a single individual as his designee.
 - 2.2.2 The Chairman of the Board of Supervisors, in consultation with members of the Board of Supervisors and Chairman of the Foundation Board, shall have the right to recommend a list of potential candidates to Affiliate for election to Affiliate's Board as non-voting members. Affiliate agrees that at all times, excluding instances associated with temporary vacancies created by death, resignation or similar causes, at least one member of its Board, whether voting or nonvoting, shall be elected from the recommended candidates.
 - 2.2.3 Designation of the President of LSU (or his designee) and Affiliate's election of an individual nominated by the Chairman of the Board of Supervisors to serve as a member of Affiliate's Board and/or Executive Committee is not intended to and shall not be deemed a waiver of the privileges and immunities granted Affiliate pursuant to La. R.S. 17:3390.
- 2.3 If the Affiliate is in primary support of a single campus or institution, the Chancellor or equivalent shall, at a minimum, be given notice of and the ability to attend and participate as a non-voting, *ex officio* member in meetings of the Affiliate's Board and Executive Committee.
- 2.4 Members of the Board of Directors and the Executive Committee shall have reasonable access to all books and records of Affiliate in accordance with its generally applicable confidentiality and non-disclosure policies, provided that members who are or may be deemed "public servants," as defined in La. R.S. 42:1102(19), shall not have legal custody of Affiliate's books and records. Requests for access to books and records shall be made via written request directed to Affiliate's Chief Executive Officer.

3. General Duties and Responsibilities of Affiliate

- 3.1 Operate Affiliate for primary benefit of University in accordance with Affiliate’s Articles of Incorporation and tax exempt purpose.
- 3.2 Support and promote the mission and activities of the University.
- 3.3 Affiliate shall establish and enforce policies to identify and manage potential conflicts of interest and ensure that Affiliate’s assets do not directly or indirectly unduly benefit any individual or other person.
- 3.4 Solicit and accept things of value of all kinds consistent with applicable law.
- 3.5 Receive, hold, invest, administer, manage, distribute and provide good stewardship of gifts and bequests in accordance with donor intent, applicable law and applicable University and Affiliate policies and procedures.
- 3.6 Expend funds for the establishment and operation of Affiliate and for any reasonable expenses incidental to the conduct of the affairs of Affiliate.
- 3.7 Within 120 days following the close of Affiliate’s fiscal year, unless an extension is granted by the LSU Executive Vice President, submit the annual Affiliate Compliance Certificate (Exhibit A) and materials referenced therein, to the LSU Executive Vice President.
- 3.8 Subject to any limitations imposed by contracts among the University and third-parties and applicable University policies, the Affiliate may be granted the right by University to utilize its “licensed marks” on a royalty free basis for its activities in support of LSU. Affiliate must adhere to the Louisiana State University Brand Identity.
- 3.9 University is an equal opportunity/access institution committed to diversity and inclusiveness in procurement. Affiliate is encouraged to reflect the spirit of this commitment in its business practices by: (a) participating in and encouraging major suppliers to participate in LSU sponsored outreach programs for small businesses as well as minority, women and veteran owned businesses (“DBEs”); (b) creating awareness among its suppliers that University and Affiliate encourage suppliers to make reasonable and prudent efforts to identify and provide competitive opportunities for participation by DBEs; and, (c) making reasonable and prudent efforts consistent with its unique needs as well as its fiduciary and good stewardship obligations, to identify and provide competitive opportunities for DBEs to participate in Affiliate’s procurement opportunities. To assist Affiliate in its efforts, the University will make the resources of its Supplier Diversity program, including but not limited to lists of registered DBE’s, personnel and information on best practices, available to Affiliate..

4. General Duties and Responsibilities of University

- 4.1 Support and promote the purpose and activities of Affiliate and encourage the donation of private funds to Affiliate;
- 4.2 Avoid action that would undermine Affiliate’s status as a private entity, maintain the confidentiality of donor records and the private nature of Affiliate’s books and records to the extent allowed by law;

- 4.3 Accept funds made available by Affiliate, provide good stewardship of gifts once received by University and utilize funds received from Affiliate in a manner consistent with University's mission, terms and conditions imposed by testators and donors, applicable law, this Agreement and University policy; and,
- 4.4 Make available to Affiliate, at University's sole discretion, appropriate facilities, personnel, or other support pursuant to the provisions of La. R.S. 17:3390(B)(3) and as otherwise permitted by law.

5. Records, Internal Controls and Funds Management

- 5.1 Recognizing the need to preserve the public trust and guard against the appearance of impropriety in its activities, Affiliate shall adopt, maintain, and enforce necessary and appropriate policies, procedures and internal controls, including policies on conflicts of interest, required for the conduct of its business in accordance with applicable law, the terms of this Agreement, applicable University policies and procedures and best practices for similar nonprofit organizations.
- 5.2 The books and records of Affiliate shall be kept in accordance with customary and current accounting standards. For the preparation of reports required by this section of this Agreement, an external accountant and/or auditor engaged to conduct such reports shall be selected from among the most recent list of certified public accountants maintained by the Louisiana Legislative Auditor.
- 5.3 In connection with its annual financial audit, Affiliate shall: (a) provide its auditors with a copy of this Agreement including all exhibits, schedules, and other attachments; (b) provide its auditors with access to all documents and other information relevant to this Agreement; (c) require Affiliate's chief executive officer to represent to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of this Agreement; and, (d) rotate audit partners or firms at least every five years.
- 5.4 On a biennial basis, to commence in an Affiliate's fiscal year (commencing on or following execution of this Agreement by Affiliate) designated by the Executive Vice President, or on an annual basis if requested in writing by the LSU Executive Vice President for good cause shown, Affiliate shall separately engage an Independent Accountant (which may be the same firm conducting its financial statement audit) to perform various procedures necessary to issue an Agreed Upon Procedures report concerning items included in the Schedule of Agreed - Upon Procedures for Verification of Affiliate Compliance (Exhibit D).
- 5.5 Affiliate shall provide to the LSU Executive Vice President within 120 days of the close of Affiliate's fiscal year: (a) its audited financial statements; and, (b) its Agreed Upon Procedures report. At the request of the LSU Office of Internal Audit, Affiliate and its independent auditors shall arrange to meet with representatives from the LSU Office of Internal Audit to review written findings and/or the Agreed Upon Procedures report.
- 5.6 Affiliate shall evaluate and, where appropriate, take corrective action to remedy material and substantial audit findings. Material and substantial audit findings which have not either been (a)

resolved by management or, where appropriate, through corrective action within ninety (90) days following issuance of the annual audit, or (b) in cases where corrective action is appropriate, corrective action reasonably designed to resolve the issue has not been taken within ninety (90) days following issuance of the annual audit, shall be reported to the Audit Committee of the Board of Supervisors in writing.

- 5.7 Pursuant to a separate written Funds Management Agreement authorized and executed by University and Affiliate, University may in its discretion agree to deliver and Affiliate may agree to accept for deposit with Affiliate funds which have been donated to the University by private individuals or entities or which have been provided from the state to the University pursuant to the Board of Regents Support Fund or other programs.

6. Certain Disbursements and Other Transactions

- 6.1 All disbursements by Affiliate for administrative and operating expenses shall be in accordance with policies adopted by Affiliate's Board and in accordance with its annual budget, as modified by policies and procedures adopted by Affiliate's Board. Such policies shall provide for sound and prudent business practices, the payment or reimbursement of ordinary, necessary and reasonable business expenses, and shall address the content of this Agreement.
- 6.2 Affiliate shall not undertake the disbursements and transactions described on Exhibit B, other than transactions and disbursements involving operational and business management matters of Affiliate itself, without first obtaining a determination of acceptable University purpose from the appropriate University authority.
- 6.3 No donation requiring a determination of acceptable University purpose shall be publicized or otherwise disclosed by Affiliate prior to acceptance of any conditions or obligations by the University's Board or President of LSU in accordance with University policies and procedures.
- 6.4 Requests for a determination of acceptable University purpose shall be submitted to the President of LSU or to the Board through the President as may be appropriate by the Chancellor (or equivalent) of the campus or institution for whose benefit the action is proposed, in accordance with the procedures set forth in University procedures. Any submission shall include a specific recommendation from the Chancellor or equivalent demonstrating that the proposed transaction is in support of the University and its mission.
- 6.5 Absent exceptional circumstances and written approval by the Chancellor (or equivalent) and President (or designee), supplemental compensation or benefits to a University employee shall be paid through the University, not directly by Affiliate to the employee. For purposes of this section, supplemental compensation or benefits shall mean all compensation or benefits in addition to the base university compensation and benefits approved by the Board of Supervisors for duties performed by the employee for the University.
- 6.6 To ensure compliance with La. R.S. 17:3390(F), payments of over one thousand (\$1,000) dollars for any single transaction to, or on behalf of, or to reimburse the expense of a public employee of a public higher education institution or a public employee or officer of a management board of a public higher education institution shall be periodically reviewed and approved by the Board of Supervisors in accordance with applicable policies and procedures.

Affiliate may pay or reimburse such transactions pending approval by the Board, provided that any such payments or reimbursements subsequently disapproved by the Board shall be reimbursed to the Affiliate by the public employee or officer within ninety (90) days of such disapproval.

7. Prohibited Expenditures, Advisory Opinions

- 7.1 University, its employees and administrators shall not request the expenditure of funds and Affiliate shall not expend funds for any of the purposes described in section 2 of Exhibit C either directly or through reimbursement.
- 7.2 Where there is doubt about the reasonableness or validity of a proposed expenditure or transaction, or the procedure by which such expenditure or transaction should be reviewed, the Chancellor or equivalent, or legal counsel for Affiliate, shall seek an advisory opinion from the President, through the LSU Executive Vice President. Where appropriate, the President may refer the question to the Board of Supervisors for a decision. The President may adopt guidelines to facilitate the provisions of this sub-section.

8. Funds Management Agreements/Commitment of University Funds

- 8.1 With the written consent of the LSU Executive Vice President, Affiliate may enter into one or more agreements (“Funds Management Agreements”) with other affiliates of University (that is, other non-profit organizations which are recognized pursuant to University policy) so that one affiliate will manage the funds of another affiliate. In such event, the affiliate which is agreeing to manage the funds of the other affiliate shall be known as the “Funds Owner” while the affiliate transferring the funds shall be known as the “Funds Manager.”
- 8.2 Unless otherwise specifically provided for in the Funds Management Agreement, the Funds Manager shall have no internal control or audit responsibilities with respect to the Funds Owner; provided, however, that the Funds Manager shall cooperate with the Funds Owner’s management and auditors with respect to such matters.
- 8.3 Where Affiliate enters into a Funds Management Agreement with an organization that has not executed an Affiliation Agreement with University, such Funds Management Agreements shall:
 - 8.3.1 Require that the funds of the Funds Owner be included in either (a) –the Funds Manager’s annual audit conducted pursuant to La. R.S. 17:3390 or, (b) if the Funds Manager is exempt from annual audit requirements pursuant to R.S. 17:3390, an exemption certificate and a sworn financial statement in accordance with La. R.S. 17:3390D(3)(a)-(c).
 - 8.3.2 Notify the Funds Owner of the requirements of La. R.S. 17:3390(D).
- 8.4 In connection with transactions requiring the commitment of material University resources (including the transfer of University funds), the Affiliate will enter into a written agreement outlining the structure or details of each specific transaction, excluding routine transactions; the obligations of Affiliate, University, and any other parties; the public purpose to be achieved

from such transaction; and, either a reasonable expectation that benefits to the University resulting from the transaction will equal or exceed the value of funds provided by the University or an affirmation that the value of the University funds committed to the transaction will be reimbursed, either directly or through in-kind services in accordance with the requirements of La. R.S. 17:3390(B)(3).

- 8.5 Upon written request from the LSU Executive Vice President, Affiliates that are exempt from annual audit requirements pursuant to La. R.S. 17:3390, may be required to submit a financial audit or agreed to procedures report acceptable to the University conducted in accordance with generally accepted auditing standards by an independent professional auditor or, at Affiliate's option, LSU Internal Audit personnel. In connection with any audit or agreed to procedures conducted pursuant to this section, Affiliate shall: (a) provide its auditors with a copy of this Agreement; (b) provide its auditors with access to all documents and other information relevant to this Agreement; and, (c) represent to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of this Agreement.

9. Term and Termination

- 9.1 This Agreement revises and replaces previous Affiliation Agreements between University and Affiliate. It shall take effect on the date first written above, and shall continue for a period of one year. Thereafter, it shall be automatically renewed and extended for additional one year periods unless Affiliate gives notice to terminate pursuant to the provisions of section 9.2, or University gives notice to terminate pursuant to the provisions of section 9.3. The provisions of this section shall survive any such termination.
- 9.2 Except to the extent modified by this Agreement or a separate written Agreement between Affiliate and University, Affiliate may terminate this Agreement without cause by providing written notice to the University no less than six (6) months prior to the effective date of the termination.
- 9.3 Except to the extent modified by this Agreement or a separate written Agreement between Affiliate and University, University may terminate this Agreement for cause in the event of:
- 9.3.1 Affiliate commits a material and substantial violation of the terms of this Agreement and fails to cure such violation after being provided with at least 30 days' notice of such violation,
 - 9.3.2 Affiliate engages in or negligently allows: (a) any material and substantial misuse of Affiliate's funds, or (b) any fraudulent or other illegal activity,
 - 9.3.3 the commencement of a voluntary bankruptcy proceeding by Affiliate or the commencement of an involuntary bankruptcy proceeding against Affiliate that is not dismissed within 120 days,
 - 9.3.4 the commencement of a voluntary dissolution proceeding by Affiliate or an involuntary dissolution proceeding against Affiliate that is not dismissed within 120 days,

- 9.3.5 a transfer of the campus, institution or program supported by Affiliate to another higher education management board should occur,
- 9.3.6 elimination or modification of programs offered by University such that Affiliate is no longer deemed necessary to the University's mission or the Affiliate is no longer able to achieve its purpose(s), or
- 9.3.7 the occurrence of any other material event or circumstance similar in nature to those described in subsections 9.3.1-9.3.6 which, in the reasonable judgment of the University, constitutes cause and remains uncured following thirty (30) days notice to Affiliate.

9.4. Upon termination of this Agreement, Affiliate shall:

- 9.4.1 Cease to use the University's name, marks or other indicia to solicit donations or for any other purpose and shall not in any way represent to alumni, contributors, and the general public that said Affiliate is affiliated with the University or authorized to raise funds for any of the colleges, schools, departments, and divisions comprising it; and,
- 9.4.2 Unless otherwise directed in writing by the University or unless otherwise required pursuant to the terms of applicable law, immediately transfer to University or another affiliate designated by University, all public funds which Affiliate holds as a depository pursuant to the provisions of section 8.0; and,
- 9.4.3 Terminate any Management Agreements entered into with other University affiliates in accordance with the terms of Section 8 of this Agreement and immediately return any managed funds to the appropriate Managed Affiliate(s); and,
- 9.4.4 Provide an accounting to University of all funds, public or private, held by Affiliate within 120 days of notice of termination unless extended in writing by mutual agreement; and,
- 9.4.5 If the Affiliate's purpose is in primary support of a single campus or institution, and the necessity for termination of this Agreement results from the transfer of the supported campus or institution to another public higher education management board ("Transferee Institution"), to the extent consistent with applicable law and prudent financial management practices, the applicable provisions of any legislation authorizing transfer of the supported campus or institution and compliance with sections 9.4.1 – 9.4.4 of this Agreement, Affiliate may effect the termination of this agreement to the extent it enters into an affiliation agreement with the Transferee Institution providing for Affiliate's ability to continue its mission of supporting the same campus or institution subject to oversight by the Transferee Institution. Preceding the transfer, there shall be a review to determine whether there is any adverse impact on the University. In the event that Affiliate enters into an affiliation agreement with a Transferee Institution pursuant to the terms of this Section, the Transferee Institution and Affiliate shall agree to indemnify, defend and hold harmless University, its members, employees and agents from and against any and all claims and liabilities associated with or in any way arising out of University's association with Affiliate and Affiliate's actions or inactions (whether past, present or future).

9.5 Upon dissolution of Affiliate, whether dissolution is voluntary or involuntary, subject to compliance with sections 9.4 – 9.5 of this Agreement, applicable laws and Affiliate’s Articles of Incorporation and other governing documents, Affiliate shall provide for its net assets to be distributed to another nonprofit affiliated with the University as designated by the President of LSU, unless otherwise agreed by the University and Affiliate or directed by a court of competent jurisdiction and venue, to be used as nearly as practicable in accordance with the express terms of written acts of donation, testaments, pledges and similar instruments, donor intent, Affiliate’s governing documents, purposes and applicable law. This paragraph shall not prejudice the rights of creditors including, without limitation, any properly approved, valid, and enforceable financing agreements executed by Affiliate.

10. Notices, Entire Agreement, Venue

- 10.1 Unless otherwise provided herein, whenever any notice or demand is required or permitted under this agreement, such notice or demand shall be given in writing and delivered in person or by certified mail to the University, addressed to its President at 3810 West Lakeshore Drive, Baton Rouge, LA, and to Affiliate at the address shown above. Unless otherwise provided herein, such advance notice requirements and time periods designated for the performance of specific acts may be extended or waived, in writing, by the LSU Executive Vice President.
- 10.2 This Agreement, including Exhibits A, B, and C to this Agreement, constitutes the entire agreement between the parties and shall not be amended except in writing signed by the President of University and a duly authorized officer of Affiliate. This Agreement is not intended to and does not create any rights in third parties.
- 10.3 The parties anticipate that they will enter into separate agreements for specific projects. Where there is a conflict between the terms of this Agreement and the terms of any separate agreement, the terms of the separate agreement shall control.
- 10.4 This Agreement is entered into, and any action arising from this Agreement shall be brought in, East Baton Rouge Parish, Louisiana.

THUS DONE AND SIGNED this 25th day of September, 2020, by the undersigned duly authorized representatives.

For Affiliate: LSU Shreveport Alumni Association

For University:

By: Keith R Perkins

By: _____

Name: Keith R. Perkins

Name:

Title: Board President

Title:

EXHIBIT A TO UNIFORM AFFILIATION AGREEMENT
ANNUAL AFFILIATE COMPLIANCE CERTIFICATE

Date _____

LSU Board of Supervisors

Attn: _____

Baton Rouge, Louisiana

Re: _____ (“Organization”)
Annual Compliance Certificate

Members of the LSU Board of Supervisors:

In my capacity as the Chief Executive Officer (or other authorized officer) of _____, I am writing to confirm that *after making reasonable and appropriate inquiries, to the best of my knowledge, information and belief*, the following information is true and correct as of the date of this letter:

1. The Organization is required to obtain an annual financial audit in accordance with La. R.S. 17:3390. The annual financial audit for the fiscal year ending _____, conducted by an independent auditor, has been completed and a copy was provided to the Legislative Auditor with a copy to your office by letter dated _____;

OR

The Organization is exempt from the annual audit requirements of La. R.S. 17:3390, and copies of the Organization’s exemption certificate and sworn financial statement prepared in accordance with La. R.S. 17:3390D(3)(a)-(c), were provided to the Legislative Auditor with a copy to your office by letter dated _____;

2. The Organization’s annual tax return for the _____ tax year was completed and filed with IRS on _____ and a copy was delivered to your office by letter dated _____;

OR IF APPLICABLE

The Organization has requested an extension through _____ within which to file its annual tax return for the _____ tax year, and a copy of the return will be provided to your office upon filing;

3. A complete list of all active corporate affiliates and subsidiaries of the Organization as of this date and the purpose for which such entities have been formed is attached to this certificate as Schedule “1”;

4. A complete list of all “managed organizations” as defined in the Uniform Affiliation Agreement, managed by the Organization is attached to this certificate as Schedule “2”;
5. A current list of the Organization’s officers and directors is attached to this certificate as Schedule “3”;
6. A copy of the Organization’s Articles of Incorporation and Bylaws are on file with and copies of any proposed amendments have been provided to the Executive Vice President;
7. The Organization is registered as a Louisiana nonprofit entity and it remains exempt from taxation in accordance with Sections _____ of the Internal Revenue Code;
8. The Organization has taken all necessary action, including any filings required by the Louisiana Secretary of State and other authorities, to maintain its corporate existence and its tax exempt status;
9. A preliminary list, which is subject to confirmation by your office, showing the type of any housing, personnel, and other support provided to Affiliate by University during the previous fiscal year pursuant to the provisions of La. R.S. 17:3390(B)(3), including (i) amount and location of any space or facilities provided, (ii) number of personnel provided, and (iii) a listing of the type of any other services provided to Affiliate by University is attached to this certificate as Schedule “4”;
10. As detailed in Schedule “5” to this certificate, during the previous fiscal year, (i) subject to confirmation by your office, our records indicate that the total amount paid in cash to University as direct reimbursement for housing, personnel and other support was \$_____, and (ii) subject to confirmation by your office, our records indicate that the total dollar value of all property provided to the University together with all expenditures made in support of the University (exclusive of costs for personnel employed solely by and for the benefit of Affiliate, facilities occupied solely by Affiliate and other Affiliate overhead and administrative costs), which amount shall be considered “in-kind” reimbursement for purposes of La. R.S. 17:3390(b)(3), was \$_____;
11. The Organization maintains and enforces a policy on conflicts of interest as well as other policies procedures and internal controls required for the conduct of its business in accordance with applicable law, the terms of the Affiliation Agreement, applicable University policies and procedures and best practices for similar nonprofit organizations;
12. Except as specifically provided for under the circumstances described in Sections 6 and 7 of the Uniform Affiliation Agreement or previously disclosed in writing to the Executive Vice President, the Organization has not engaged in any prohibited transactions or made any prohibited expenditures over the last fiscal year;
13. Except as previously disclosed in writing to the Audit Committee of the Board of Supervisors, the Organization resolved or will resolve any material and substantial audit findings within

90 days of the issuance of its annual audit in accordance with Uniform Affiliation Agreement Section 5.4;

14. The Organization has provided a copy of its current Affiliation Agreement and access to all documents and other information relevant to the Affiliation Agreement to its independent auditors, if applicable, for use in the evaluation of our internal controls and determining compliance with the Affiliation Agreement in connection with transactions reviewed by the auditors in the course of their work. The Organization has represented to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of the Affiliation Agreement; and,

15. A copy of the Agreed Upon Procedures report described in Section 5.4 and Exhibit D was provided to your office by letter dated _____.

Sincerely,

Name:

Title:

Schedule 1 to Annual Affiliate Compliance Certificate
List of Corporate Affiliates and Subsidiaries and Purposes of Such Entities

<u>Name of Entity</u>	<u>Type of Entity and Purpose</u>
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Schedule 2 to Annual Affiliate Compliance Certificate
List of “Managed Organizations”

<u>Name of Entity</u>	<u>Type of Entity and Purpose</u>
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Schedule 3 to Annual Affiliate Compliance Certificate
List of “Affiliate’s Officers and Directors”

Schedule 4 to Annual Affiliate Compliance Certificate
List of Housing, Personnel, and Other Support Provided to Affiliate by University

Schedule 5 to Annual Affiliate Compliance Certificate
List of Support Provided by Affiliate to the University

EXHIBIT B TO UNIFORM AFFILIATION AGREEMENT
TRANSACTIONS REQUIRING A DETERMINATION OF APPROPRIATE UNIVERSITY PURPOSE

1. Unless involving operational and business management matters of Affiliate itself, Affiliate shall not undertake the following transactions and disbursements without first obtaining a determination of acceptable University purpose by the President or his designee unless (i) approval by the University's Board is required by the Board's by-laws or applicable law, or (ii) the President, in the exercise of his discretion determines that consideration of the matter at issue by the University's Board is appropriate:
 - A. Knowingly accepting any donation which either: contains a condition or imposes or purports to impose an obligation on the University, the fulfillment of which would require the University to undertake actions not previously taken or approvals not previously granted by the University in accordance with applicable policies and procedures without an express written provision indicating that the acceptance by Affiliate is conditioned on the acceptance of the conditions or obligations by the University's Board or President in accordance with University policies and procedures and the terms of this Agreement;
 - B. Accepting any donation of immovable property intended to be (a) retained by the Affiliate, rather than liquidated within a reasonable period of time, or (b) leased or otherwise occupied by a component of the University;
 - C. Purchasing any immovable property with a fair market value of \$500,000 or more, except property which will serve as the primary location of Affiliate's administrative offices; provided that this shall not prohibit decisions by Affiliate's Board relating to reasonable and prudent investments for the Affiliate's benefit;
 - D. Selling, donating, or otherwise transferring any immovable property which was acquired for use by the University, without providing at least thirty (30) days advance written notice to the LSU Executive Vice President;
 - E. Leasing any immovable property, facility, or portion of a facility which is expected to be occupied by the University for a period of one year or longer without providing at least thirty (30) days advance written notice to the LSU Executive Vice President;
 - F. Entering into any cooperative endeavor or similar agreement with any public or quasi-public entity; and,
 - G. Creating a legal entity as a subsidiary or component of Affiliate without providing at least thirty (30) days advance written notice (unless a shorter period for the notice is approved in writing by the Executive Vice President) to the LSU Executive Vice President. If any such legal entities are created, affiliate shall either: (i) if available, present the financial activities of each such subsidiary in discrete schedules attached to Affiliate's financial statements, or (ii) if such discrete schedules are not available, provide University with copies of the tax returns of each such subsidiary.

2. The following disbursements and transactions require approval in accordance with policies and procedures mutually agreed to by University and Affiliate:

- A. Reasonable moving expenses and reasonable relocation expenses of a University employee covered by PM 13; and,
- B. Reasonable travel, moving, relocation, entertainment, educational benefits or reimbursements may be paid to a University employee (or authorized traveler). Such payments may be made for such expenses within and above state limits when specifically approved by appropriate University administrators in accordance with University policy. Pending further specification of University policy, such expenses require approval of the employee's dean, vice chancellor or other equivalent administrative official, or their designee.

3. Contracts (or other agreements, including employment agreements) and subsequent amendments between Affiliate and a University employee should be recommended by the Chancellor (or equivalent) and approved in accordance with University policy, including approval by the Board of Supervisors, where applicable. Justification for such contracts should be in writing and demonstrate that the employee's duties are not those which the employee should perform directly for the University. These requirements shall be in addition to those of University's PM-11.

EXHIBIT C TO UNIFORM AFFILIATION AGREEMENT
PROHIBITED EXPENDITURES

1. Submission of a written request for reimbursement or direct payment of an expense by or on behalf of a University employee shall constitute a **good faith** representation by University employees and administrators whose signatures appear on such request that (a) the Affiliate's expenditure of funds as requested is consistent with applicable University policies, applicable law and the terms of this Agreement, and (b) where expenditures involve the disbursement of donor restricted funds, that the **purpose for which the expenditure has been requested** is consistent with donor intent. For purposes of evaluating Affiliate's compliance with the terms of this Agreement, Affiliate may **reasonably** rely upon such representations.¹

2. University, its employees and administrators shall not request the expenditure of funds, and Affiliate shall not expend funds for any of the following purposes, either directly or through reimbursement:
 - A. Solely for the private benefit of a University employee (or the family or spouse of a University employee or other non-employee who is on University business), unless approved in accordance with section 2 of Exhibit B and section 6.3 of the Agreement;
 - B. For any fines, penalties, or forfeitures of a University employee;
 - C. For any gift which is represented to be personally from a University employee in his or her personal capacity;
 - D. For political contributions, including payments to political action committees;
 - E. For any expense or reimbursement which would create, under all the circumstances, a reasonable conclusion that the expenditure is either (i) lavish or extravagant, or (ii) the benefit to the individual University employee outweighs the benefit to the University;
 - F. Where payment of the expenditure would violate the Louisiana Code of Ethics;
 - G. For any purpose other than as authorized in the Agreement or through written amendment or clarification of this Agreement signed by both Affiliate and the President of University, except on the specific written recommendation of the Chancellor or equivalent (for himself/herself and those under his/her supervision) and specific written approval of the President;
 - H. For any purpose which is not consistent with Affiliate's tax exempt mission and the purpose(s) stated in section 1.1 of the Agreement.
 - I. Any purpose that would result in a finding that either (i) Affiliate is being operated for the benefit of private interests, or (ii) Affiliate has permitted its net earnings to inure to the

¹ The concept of "reasonable reliance" as applied to Affiliate's review of requests for expenditures submitted by the University or University personnel permits Affiliate to rely on an implied representation that such requests are consistent with University policies and procedures and the terms of this Agreement, except where, for example: (a) Affiliate has knowledge of facts indicating that representations implied in the request are not accurate, or (b) necessary documentation has not been submitted to support the request, or (c) documentation submitted in connection with the request is incomplete, inconsistent or inaccurate on its face.

benefit of any private shareholder or individual, in violation of applicable provisions of the Internal Revenue Code as amended.

EXHIBIT D TO UNIFORM AFFILIATION AGREEMENT
SCHEDULE OF AGREED-UPON PROCEDURES
For
AFFILIATE VERIFICATION OF COMPLIANCE
WITH UNIFORM AFFILIATION AGREEMENT

Independent Accountants retained by Affiliates will issue an Agreed Upon Procedures report regarding findings based on the following:

1. Confirm that Affiliate maintains a written policy regarding the handling and resolution of audit findings, audit exceptions, and any misuse of funds by observing a copy of such policy. The policy shall require that any unresolved issues be reported to the Audit Committee of the LSU Board of Supervisors consistent with Sub-section 5.6.
2. Confirm that Affiliate's governing board has established and implemented policies governing conflicts of interest by observing a copy of such policy.
3. Obtain an understanding of the internal controls in place over cash disbursements and expenditures for the period in question. On a sample of items, inspect written evidence of the internal controls and support for each transaction to determine if Affiliate has designed and implemented procedures related to the following UAA provisions:
 - Supplemental compensation or benefits, as defined in section 6.5 of the UAA paid directly to a University employee has written approval by the Chancellor or equivalent and the President of LSU.
 - Payments made to or on behalf of University employees for travel, moving, relocation, entertainment, educational benefits, and other reimbursements have been approved by the employee's dean, vice chancellor, or other equivalent administrative official approval in accordance with policies and procedures mutually agreed to by University and Affiliate.
 - Payments for moving and relocation expenses of University employees covered by PM 13 have been approved in accordance with policies and procedures mutually agreed to by University and Affiliate.
 - Payments have not been made for expenses that are solely for the private benefit of a University employee (or the family or spouse of a University employee or other non-employee who is on University business) unless approved in accordance with Section 2 of Exhibit B and Section 6.3 of the UAA.
 - Fines, forfeitures or penalties of University employees have not been paid by the Affiliate.

- Gifts represented to be personally from a University employee in his or her personal capacity have not been made by the Affiliate nor has any University employee been reimbursed for the purchase of such a gift.
- Political contributions which are prohibited by applicable Internal Revenue Service Regulations or state law have not been made or reimbursed.
- Funds have not been disbursed in connection with contracts (or other agreements including employment agreements) between the Affiliate and a University employee unless recommended by the Chancellor (or equivalent) and approved by the LSU President or the Board of Supervisors.
- Funds have been not disbursed for any purpose which is not consistent with Affiliate's tax-exempt mission and the purpose(s) stated in section 1.1 of the UAA.
- Funds have not been disbursed for any purpose that would result in a finding that either (i) Affiliate is being operated for the benefit of private interests, or (ii) Affiliate has permitted its net earnings to inure to the benefit of any private shareholder or individual, in violation of applicable provisions of the Internal Revenue Code as amended.

The proposed sample size will be provided to the LSU Executive Vice President for review and comment at least 15 days prior to the engagement. Unless otherwise mutually agreed to by Affiliate and the Executive Vice President for good cause shown, the sample size shall not exceed the fewer of 10% of Affiliate's annual transactions or 50 transactions.

4. Obtain a written representation from the Affiliate that, in accordance with Section 5.3 of the UAA, Affiliate has (a) provided the Auditor with a copy of its current UAA including any amendments thereto; (b) provided the Auditor with access to all documents and other information relevant to the UAA; and, (c) represented to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of the UAA.



Board of Supervisors

MEETING MINUTES

BOARD OF SUPERVISORS MEETING | OCTOBER 23, 2020

MINUTES
LSU BOARD OF SUPERVISORS MEETING
South Stadium Club, Tiger Stadium
Louisiana State University
North Stadium Dr., Baton Rouge, LA 70803
Thursday, September 10, 2020 | Time: 3:00 p.m. CT

I. Call to Order and Roll Call

Ms. Mary Werner, Chair, called to order the Presidential Evaluation Special Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College in the south Stadium Club of Tiger Stadium at Louisiana State University in Baton Rouge on September 10, 2020.

Present

Ms. Mary Werner, Chair
Mr. Robert S. Dampf, Chair-elect
Mr. James Williams, Past Chair
Mr. Jack "Jay" A. Blossman, Jr.
Mr. B. Wayne Brown
Mr. Stone Cox
Ms. Valencia Sarpy Jones
Mr. Lee Mallett
Mr. Randy Morris
Mr. Patrick C. Morrow
Mr. Rémy Voisin Starns
Mr. Collis B. Temple Jr.
Mr. Jimmie M. Woods, Sr.
Mr. Richard E. Zuschlag

Absent

Mr. Ronnie Anderson
Mr. Glenn Armentor
Ms. Valencia Jones

Mr. Armentor and Ms. Jones participated in the meeting through remote means, and both verified their participation to the Secretary immediately after roll call.

Also participating in the meeting were the following: Mr. Winston DeCuir, General Counsel for LSU; University officers; and, administrators of the campuses; faculty representatives; interested citizens and representatives of the news media.

II. Invocation and Pledge of Allegiance

The invocation was offered by Mr. Wayne Brown. The Pledge of Allegiance was led by Mr. Rémy Starns.

III. Public Comment

There were no individuals registered for public comment.

IV. Presidential Evaluation

Ms. Werner stated there was one item on the agenda, which she called for a motion to enter into executive session to discuss. Motion to enter into executive session by Mr. Starns, seconded by Mr. Temple.

At the beginning of executive session, roll was called reflecting the following:

Ms. Mary Werner, Chair
Mr. Robert S. Dampf, Chair-elect
Mr. James Williams, Past Chair
Mr. Jack "Jay" A. Blossman, Jr.
Mr. B. Wayne Brown
Mr. Stone Cox
Ms. Valencia Sarpy Jones
Mr. Lee Mallett
Mr. Randy Morris
Mr. Patrick C. Morrow
Mr. Rémy Voisin Starns
Mr. Collis B. Temple Jr.
Mr. Jimmie M. Woods, Sr.
Mr. Richard E. Zuschlag

Mr. Armentor and Ms. Jones were present for executive session through telephonic means.

At the conclusion of executive session, Ms. Werner called on Mr. Blossman for a motion. The motion by Mr. Blossman was to accept the positive evaluation of interim president, Tom Galligan. The motion was seconded by Mr. Morrow.

Ms. Werner called for discussion. Mr. Blossman noted the Board should make a decision on the structure of the leadership position by January 1, 2021.

V. Adjournment

With no further business before the Board, the meeting was adjourned.

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SEPTEMBER 11, 2020

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MINUTES
LSU BOARD OF SUPERVISORS MEETING
South Stadium Club, Tiger Stadium
Louisiana State University
N. Stadium Dr., Baton Rouge, LA 70803
Friday, September 11, 2020 | Time: 9:00 a.m. CT

I. Call to Order and Roll Call

Ms. Mary Werner, Chair, called to order the Regular Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College in the South Stadium Club of Tiger Stadium at Louisiana State University in Baton Rouge on September 11, 2020.

Present

Ms. Mary Werner, Chair
Mr. Robert S. Dampf, Chair-elect
Mr. James Williams, Past Chair
Mr. Glenn Armentor
Mr. Jack "Jay" A. Blossman, Jr.
Mr. B. Wayne Brown
Mr. Stone Cox
Ms. Valencia Sarpy Jones
Mr. Lee Mallett
Mr. Randy Morris
Mr. Patrick C. Morrow
Mr. Rémy Voisin Starns
Mr. Collis B. Temple Jr.
Mr. Jimmie M. Woods, Sr.
Mr. Richard E. Zuschlag

Absent

Mr. Ronnie Anderson

Also participating in the meeting were the following: Mr. Thomas Galligan, Interim President of LSU; Mr. Winston DeCuir, General Counsel for LSU; University officers; and, administrators of the campuses; faculty representatives; interested citizens and representatives of the news media.

II. Invocation and Pledge of Allegiance

The invocation was offered by Everett Craddock, a junior engineering student at LSU. The Pledge of Allegiance was led by Mary Katherine Loos, a third year Paul M. Hebert Law Center student.

III. Public Comment

There were no individuals registered for public comment.

The Board recessed the regular meeting to convene the committee meetings.

IV. Committee Meetings

4.A. Academic & Research Committee

Academic Vice Chair, Mr. Glenn Armentor, presided in the absence of Mr. Ronnie Anderson.

4.A.1. Request from LSUHSC- Shreveport for Initial Designation of the Patient-Centered Rehabilitation Center of Academic Excellence

Upon motion by Mr. Morris, and seconded by Mr. Zuschlag, the Committee recommended the following resolution for Board approval.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from LSU Health Sciences Center – Shreveport for initial designation of the Patient-Centered Rehabilitation Center of Academic Excellence, subject to approval by the Louisiana Board of Regents.

4.B. Finance Committee

4.B.1. Recommendation to Approve the Fiscal Year 2020-21 Operating Budget

Upon motion by Mr. Brown, and seconded by Mr. Dampf, the Committee recommended the following resolution for Board approval.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the operating budget for the fiscal year ending June 30, 2021, providing:

- (a) Final approval and commitment authorization of funds for unrestricted educational and general, medical, and related expenses in the amount of \$1,061,703,600 for the campuses shown below

- LSU A&M
 - LSU Agricultural Center
 - LSU Alexandria
 - LSU Eunice
 - LSU Shreveport
 - LSU Health Sciences Center, New Orleans
 - LSU Health Sciences Center, Shreveport
 - LSU Pennington Biomedical Research Center
 - The Hospital and Central Office of the LSU Health Care Services Division

- (b) Commitment authorizations for auxiliary enterprises, grants and contracts, and other restricted funds estimated to be \$1,777,167,941.
- (c) Transactions included or referred to in the operating budget that otherwise require Board approval are not approved by mere inclusion in the operating budget.

BE IT FURTHER RESOLVED that each campus shall prepare a semi-annual financial report. The format of the report will include the following:

1. Budget and actual for unrestricted revenues by source of funds

2. Actual for unrestricted expenditures by object and by function
3. Beginning account balances and actual revenues and expenditures/transfers for restricted operations
4. Any significant changes in the budget that should be brought to the attention of the President and Board
5. An explanation of any significant reduction in anticipated revenues or significant increase in expenditures

Any subsequent modification to the reporting format will be approved by the President with notification to the Board.

4.B.2. Update on IT Governance Audit Action Plan

A brief report was given by Craig Woolley, LSU chief information officer.

No action was needed by the Board for this item.

4.C. Property & Facilities Committee

4.C.1. Request for Approval of the FY 2021-22 Five-Year Capital Outlay Budget Request and First Year Prioritized Categories for Louisiana State University.

Upon motion by Ms. Jones, seconded by Mr. Brown, the Committee recommended the following resolution for Board approval.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that the following list of projects to be submitted to the Division of Administration in accordance with the provisions of La. R.S. 39:101 et seq. and first year prioritized project categories are approved and;

BE IT FURTHER RESOLVED, that the President of Louisiana State University, or his or her designee, be and he is hereby authorized to make adjustments as necessary in this request as circumstances dictate, including technical corrections, increasing or decreasing the amount requested for individual projects by not more than twenty percent (20%) of the amount approved in this resolution, combining or renaming projects and/or changing sources of funds and to add self-generated projects with individual project costs of less than \$1 million without further approval by the Board, provided, however, that such project additions be reported to the Board.

BE IT FURTHER RESOLVED that transactions included or referred to in the capital outlay request that otherwise require Board approval are not approved by inclusion in the capital outlay request per Article VII, Section 2, A of the Bylaws.

4.C.2. Request from LSU Health Care Services Division to Approve a Request to Sell the Former Earl K. Long Hospital Property

Upon motion by Mr. Temple, seconded by Mr. Williams, the Committee recommended the following resolution for Board approval.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes Thomas C. Galligan, Jr., Interim President of Louisiana State University, or his designee to:

1. Request the Division of Administration to approve the sale of the LSU Health Care Services Division property located at 5825 Airline Highway, Baton Rouge, and to handle the process of selling the property in accordance with all applicable laws; and
2. Request the Division of Administration to deliver the net sales proceeds to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College for the benefit of the LSU Health Care Services Division be used for deferred maintenance issues.

BE IT FURTHER RESOLVED that Interim President Galligan be authorized to sell the former Earl K. Long site thereof, and that Interim President Galligan be authorized to execute an act of cash sale and any and all other documents necessary to accomplish the transaction and to include in such act of cash sale or other documents any terms and conditions as he deems to be in the best interest of LSU.

- 4.C.3. Request from LSU Health Sciences Center-New Orleans to Approve an Intent to Lease Agreement between the LSU Health Foundation and the LSU Board of Supervisors for the Lease of the Clinical Education, Dibert, and L&M Buildings

Upon motion by Mr. Williams, seconded by Ms. Jones, the Committee recommended the following resolution for Board approval.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President of Louisiana State University, or his or her designee, to approve the proposed Intent to Lease Agreement (Agreement) with the LSU Health Foundation, New Orleans (Foundation) for the Clinical Education, Dibert, Butterworth, Hutchinson and L&M buildings and land.

BE IT FURTHER RESOLVED that the President of Louisiana State University, or his or her designee, is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel, to include in the Agreement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.

- 4.C.4. Request from LSU Health Sciences Center-Shreveport to Approve the Schematic Designs of the Center for Medical Education and Wellness

Upon motion by Ms. Jones, seconded by Mr. Brown, the Committee recommended the following resolution for Board approval.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the exterior elevations for the LSU Health Sciences Center-Shreveport's Center for Medical Education and Wellness.

- 4.C.5. Request to Authorize an Intent to Lease Agreement with the LSU Real Estate and Facilities Foundation for the Utilities Modernization Initiative

Mr. Woods recused himself from deliberation and voting of this item.

Original resolution as follows:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College authorizes the President of LSU, or his or her designee, to execute an Intent to Lease agreement between LSU and the LSU Real Estate and Facilities Foundation (REFF), which agreement shall provide for, in addition to such other terms and conditions as the President or designee deems to be in the best interests of LSU, the following:

1. That REFF, through a competitive process consistent with the description provided above, and with the participation of appropriate LSU representatives, outside counsel, and the LSU Office of General Counsel, will select a private partner for leasing and/or operating the LSU central utilities plants and related utilities infrastructure, and negotiate the terms and conditions of one or more agreements with the selected private partner;
2. That any proposed agreements resulting from this process shall be subject to approval by this Board as provided in the Bylaws and the Uniform Affiliation Agreement;

AND, BE IT FURTHER RESOLVED that the various review, selection, recommendation, and negotiation processes conducted in accordance with the Intent to Lease Agreement shall be consistent with following principles:

1. The process shall be conducted with as much transparency as is practical, consistent with the statutorily-required private character of the REFF and the need to protect sensitive proprietary or competitive information submitted by private developers during the selection process;
2. The process shall align with the goals of LSU's Supplier Diversity Program;
3. The process shall be guided by the LSU Energy System Modernization Goals as set forth in Appendix IV attached hereto;
4. The location and construction of any improvements ultimately constructed by the private partner shall be consistent with the Comprehensive and Strategic Master Plan for the Flagship Campus;
5. LSU's primary goal is to obtain substantial improvements for its utilities infrastructure, and not necessarily to obtain any "monetization" or other up-front payments in consideration for the lease; and
6. LSU shall maintain full control over capital expenditures and similar investments made through the life of this initiative.

Motion by Mr. Williams, second by Mr. Mallett to amend resolution.

As amended, motion by Mr. Temple, second by Mr. Cox,

Adopted by roll call vote.

BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College begin negotiations with the existing Cooperative Endeavor Agreement partners and set a deadline of ninety (90) days to reach a deal that is in the best interest of LSU on utilities modernization. If the University does not reach an agreement with either of those partners within the ninety (90) days, the University will initiate a competitive process.

Motion by Mr. Williams, second by Ms. Jones

BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College authorizes the President of LSU, or his or her designee, to execute an Intent to Lease agreement between LSU and the LSU Real Estate and Facilities Foundation (REFF) for the purpose of utilities modernization, and which agreement shall provide for such terms and conditions as the President, or designee, deems to be in the best interests of LSU, and subject to the additional parameters of the amended motion offered by Mr. Williams.

4.D. Affiliation Organization Oversight Committee

4.D.1. The following items were conducted as one item with one vote:

1. Recommendation to Approve an Affiliation Agreement with the LSU Foundation
2. Recommendation to Approve an Affiliation Agreement with the LSU Alumni Association
3. Recommendation to Approve an Affiliation Agreement with the Tiger Athletic Foundation
4. Recommendation to Approve an Affiliation Agreement with the LSU Research Foundation
4. Recommendation to Approve an Affiliation Agreement with the LSU Real Estate and Facilities Foundation
5. Recommendation to Approve an Affiliation Agreement with the LSU Property Foundation

Upon motion by Mr. Mallett, seconded by Mr. Morrow, the Committee recommended the following resolutions for Board approval.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors authorizes the President to execute the affiliation agreement with the LSU Foundation, as presented, including the Development Services Agreement (Exhibit E to the Affiliation Agreement).

BE IT FURTHER RESOLVED, the President, in consultation with the General Counsel, may make refinements to the Development Services Agreement with the LSU Foundation as needed that are in the best interests of LSU prior to execution.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors authorizes the President to execute the affiliation agreement with the LSU Alumni Association, as presented.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors authorizes the President to execute the affiliation agreement with the Tiger Athletic Foundation, as presented.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors authorizes the President to execute the affiliation agreement with the LSU Research Foundation, as presented.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors authorizes the President to execute the affiliation agreement with the LSU Real Estate and Facilities Foundation, as presented.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors authorizes the President to execute the affiliation agreement with the LSU Property Foundation, as presented.

V. Reconvene Board Meeting

After adjournment of the Committee Meetings, the Regular Board Meeting was called back to order.

VI. Approval of Meeting Minutes

Upon motion by Mr. Zuschlag, seconded by Mr. Williams, the Board voted unanimously to approve the minutes of the Board meeting held on August 14, 2020.

VII. Reports from Council of Staff Advisors and Council of Faculty Advisors

Professor Jim Robinson provided a report on behalf of the Faculty Advisors. He reported on the following: faculty cost of living raises; LSU censure list removal; COVID related losses; maternity coverage to dependents; problems with lecture video usage; and multiple representatives attending Board of Supervisors meetings.

Due to our format for this meeting the Council of Staff Advisors provided their report in writing.

VIII. Personnel Actions Requiring Board Approval

There were no personnel actions requiring Board approval.

Mr. DeCuir introduced Mr. Carranza Pryor as the new chief counsel for the LSU Health Sciences Center in Shreveport.

IX. Reports to the Board

There were two reports to the Board: 4th Quarter Informational Report and Semi-Annual Report Ending June 30, 2020.

Upon motion by Ms. Jones, seconded by Mr. Armentor, the Board voted unanimously to approve the reports.

X. Approval of Committee Reports

Mr. Woods and Mr. Blossman both stated they abstained from Item 5 of the Property and Facilities Committee: *“Request to Authorize an Intent to Lease Agreement with the LSU Real Estate and Facilities Foundation for the Utilities Modernization Initiative.”*

Ms. Werner stated she would entertain one motion from the full Board to approve all committee recommendations. Upon motion by Mr. Mallett, seconded by Mr. Temple, the committee recommendations were unanimously approved.

XI. President's Report

President Galligan gave an informative report on the following: impact of Hurricane Laura to the state and LSU campuses; recap of presidential term; COVID-19 testing and statistics; enrollment reports; program rankings and awards/acknowledgments; diversity and inclusion efforts; and a thank you to outgoing madam chair.

XII. Chair's Report

Ms. Werner expressed her sincerest appreciation to the LSU community and loved ones, and also shared her legacy as Chair.

XIII. Oath of Office for Chair

Mr. Ben Dampf administered the Oath of Office to Mr. Robert Dampf.

Mr. Dampf and Ms. Jones presented a resolution to Ms. Werner for her service as the 2019-2020 Chair. The Board voted unanimously to approve the following resolution.

WHEREAS, Mary L. Werner was appointed to the LSU Board of Supervisors on June 5, 2018, representing the Third Congressional District encompassing southwest Louisiana; and

WHEREAS, Werner was chosen among her peers as Chair-elect and assumed the role of Chair on September 13, 2019; and

WHEREAS, Werner began her year as Chair expending significant effort building relationships on behalf of LSU and demonstrating her diplomatic acumen in holistically advocating the policy goals of the University; and,

WHEREAS, the departure of a sitting president can be a tumultuous time of disarray for a university community, and, Werner acted deftly in identifying an interim University president; and,

WHEREAS, as the Chairwoman of an eight-campus university family, a multitude of priorities must be evaluated and executed, Werner did an excellent job of prioritizing university challenges;

WHEREAS, Werner was a stalwart supporter of athletics and was among the loudest boosters backing the LSU Tiger Football team for the National Championship victory; and,

WHEREAS, Werner has been a tireless backer of the LSU Eunice touting the success of the system's junior college and its exceptionally successful athletic programs; and

WHEREAS, Werner was a leader in decision-making for LSU when the world and the United States was confronted with the SARS-COVID-19 pandemic leading to the cancellation of in-person instruction, research, and service at the University in March 2020; and,

WHEREAS, Werner proposed and received the support of her colleagues to establish the first Diversity & Inclusion Committee as a permanent committee of the Board; and,

WHEREAS, Werner has been a tireless advocate for women and their personal and professional success; and had continued that advocacy to include advocacy across the LSU family;

WHEREAS, Werner worked fervently in support of veterans, the Reserve Officer Training Corps, and the Cadets of the Ole War Skule to ensure LSU's military tradition is perpetually honored; and,

WHEREAS, Werner has driven thousands of miles traversing Louisiana to attend graduations, meetings, briefings, and other events to demonstrate her support of the University; and

WHEREAS, Werner has spent innumerable hours traversing, sometimes more slowly than others, the Atchafalaya Basin and conducting business uninterrupted the entire time; and,

WHEREAS, Werner has continued to be a loving and attentive mother to her three children, a caring daughter to her parents, a confidant to her siblings, and an incomparable friend to those seeking help and understanding;

THEREFORE, BE IT RESOLVED, the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College wish to express its deepest gratitude and appreciation to Mary L. Werner for her sacrifice in support of the University and fulfilling her role as Chair with extraordinary gracefulness and professionalism.

XIV. Election for Chair-elect

The Chairman called for nominations for Chair-Elect. Ms. Jones nominated Mr. Starns for the position. His nomination was seconded by Mr. Temple. There were no other nominations. Motion by Mr. Temple to close nomination and seconded by Mr. Armentor. With no objection, Mr. Starns was pronounced as the 2020-21 Chair-elect. Mr. Starns was administered the Oath of Office by Mr. Winston DeCuir.

XV. Adjournment

The Chairman announced the next meeting will be a special meeting held for September 16, 2020.

Upon motion by Mr. Temple, seconded by Mr. Armentor, the meeting was adjourned.

The special meeting scheduled for September 16, 2020 was moved to September 29, 2020.

MINUTES
LSU BOARD OF SUPERVISORS MEETING
*University Administration Board Room
Louisiana State University
3810 W. Lakeshore Dr., Baton Rouge, LA 70808
MEETING TO BE CONDUCTED TELEPHONICALLY
Tuesday, September 29, 2020 | Time: 4:00 p.m. CT*

I. Call to Order and Roll Call

Mr. Robert Dampf, Chair, called to order the Special Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College through telephonic means on September 29, 2020. Roll was called.

Present

Mr. Robert S. Dampf, Chair
Mr. Rémy Voisin Starns, Chair-elect
Ms. Mary Werner, Past Chair
Mr. Ronnie Anderson
Mr. Glenn Armentor
Mr. Jack “Jay” A. Blossman, Jr.
Mr. B. Wayne Brown
Mr. Stone Cox
Ms. Valencia Sarpy Jones
Mr. Lee Mallett
Mr. Randy Morris
Mr. Patrick C. Morrow
Mr. Collis B. Temple Jr.
Mr. James Williams
Mr. Jimmie M. Woods, Sr.
Mr. Richard E. Zuschlag

Mr. Armentor and Ms. Jones participated in the meeting through remote means, and both verified their participation to the Secretary immediately after roll call.

Also participating in the meeting were the following: Mr. Tom Galligan, Interim President; Mr. Winston DeCuir, General Counsel for LSU; University officers; and, administrators of the campuses; faculty representatives; interested citizens and representatives of the news media.

II. Invocation and Pledge of Allegiance

Prior to the invocation and Pledge of Allegiance, President Galligan shared the news of the passing of Martin Johnson, dean of the Manship School of Mass Communications.

The invocation was offered by Mr. Jimmie Woods. The Pledge of Allegiance was led by Ms. Mary Werner.

III. Public Comment

There were no individuals registered for public comment.

IV. Request from LSU A&M to Approve Employment Contract with Jeffrey J. Clark, Head Gymnastics Coach

Scott Woodward, LSU Athletics Director, presented the item.

Upon motion by Ms. Werner, seconded by Mr. Starns, the Board unanimously approved the following resolution.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Thomas Galligan, Jr., Interim President, or his designee, to sign the contract with Jeffrey J. Clark as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.

V. Request to Authorize the University to Enter Into a Contract for Pharmacy Benefit Manager Services for the LSU First Health Plan

Sheantel Baker, Director of Benefits and Retirement, presented this item.

Questions from several Board members were raised regarding the impact of accepting the proposal or deferring to a later date and process.

Motion by Mr. Starns to reject the proposal as presented. The motion was seconded by Mr. Williams. By roll call vote, the motion did not carry.

Motion by Mr. Morris to accept the proposal as presented, seconded by Mr. Zuschlag. By roll call vote the motion carried. The following resolution was approved by the Board.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President, or his or her designee, acting on behalf and in the name of the Board, and in consultation with general counsel, to execute an agreement with MedImpact Healthcare System, Inc. as determined by a competitive bid and evaluation process, with all such agreements and documents as well as any subsequent amendments thereto, to contain the terms and conditions, that the President deems in the best interest of LSU.

VI. Adjournment

With a motion by Mr. Zuschlag, seconded by Mr. Morrow, the meeting was adjourned.



Board of Supervisors

PERSONNEL ACTIONS

Personnel Actions Requiring Board Approval
per PM-69

October 23, 2020

Personnel Actions Requiring Board Approval per PM-69
October 23, 2020

LSU A&M
Equity Adjustment

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Compensation</u>		<u>% Change</u>
			<u>Current</u>	<u>Proposed</u>	
Chad Brackin	Chief Auditor	9/1/2020	\$145,758	\$185,000	27%
Ashley Arceneueax	Chief of Staff	9/1/2020	\$150,000	\$190,000	27%
Donna Torres	Interim Chief Financial Officer & Executive VP for Finance and Administration	10/16/2020	\$212,866	\$300,000	41%



Board of Supervisors

REPORTS TO THE BOARD

BOARD OF SUPERVISORS MEETING | OCTOBER 23, 2020



Board of Supervisors

Finance Committee
Fall 2020 Enrollment

Written Report Only

To: Members of the Board of Supervisors

Date: October 23, 2020

The following is a summary report that compares Fall 2018 enrollment to Fall 2019 enrollment. Additional details are included in Table 1 attached to this report.

LSU A & M:

- The number of new first-time freshmen increased. Fall 2019 (6,132) and Fall 2020 (6,701)
- Total undergraduate headcount increased. Fall 2019 (25,920) and Fall 2020 (27,948)
- The number of graduate students enrolled increased. Fall 2019 (4,794) and Fall 2020 (5,249)
- The number of professional students enrolled increased. Fall 2019 (466) and Fall 2020 (495)
- The number of law students enrolled increased. Fall 2019 (581) and Fall 2020 (598)
- Total headcount enrollment increased. Fall 2019 (31,761) and Fall 2020 (34,290)
- The number of freshmen applications increased. Fall 2019 (24,509) and Fall 2020 (28,874)
- First to second year retention decreased. Fall 2019 (83.0% for Class of 2018) and Fall 2020 (85.8% for Class of 2019)

LSU Alexandria:

- The number of new first-time freshmen decreased. Fall 2019 (468) and Fall 2020 (462)
- Total undergraduate headcount increased. Fall 2019 (3,280) and Fall 2020 (3,500)
- The number of freshmen applications increased. Fall 2019 (1,118) and Fall 2020 (1,243)
- First to second year retention increased. Fall 2019 (58.60% for Class of 2018) and Fall 20 (61.00% for Class of 2019)

LSU Eunice:

- The number of new first-time freshmen increased. Fall 2019 (784) and Fall 2020 (880)
- Total undergraduate headcount increased. Fall 2019 (2,523) and Fall 2020 (2,581)
- The number of freshmen applications increased. Fall 2019 (1,579) and Fall 2020 (2,648)
- First to second year retention increased. Fall 2019 (50.13% for Class of 2018) and Fall 2020 (51.32% for Class of 2019)

LSU Shreveport:

- The number of new first-time freshmen increased. Fall 2019 (337) and Fall 2020 (342)
- Total undergraduate headcount increased. Fall 2019 (2,347) and Fall 2020 (2,365)
- Total graduate headcount increased. Fall 2019 (5,926) and Fall 2020 (7,288). A 23% increase
- Total headcount enrollment increased. Fall 2019 (8,273) and Fall 2020 (9,653).
- The number of freshmen applications increased. Fall 2019 (1,048) and Fall 2020 (1,222)
- First to second year retention decreased. Fall 2019 (66.07% for Class of 2018) and Fall 2020 (63.14% for Class of 2019).

LSU Health Sciences Center New Orleans:

- Total headcount enrollment increased. Fall 2019 (2,804) and Fall 2020 (2,827)

LSU Health Sciences Center Shreveport:

- Total headcount enrollment increased. Fall 2019 (939) and Fall 2020 (966)

Table I
Fall 2020 14th Day Enrollment Report

LSU A&M

LSU A & M			
Undergraduate/First Time Freshmen/Fall	14th Day Fall 2019	14th Day Fall 2020	% Increase (Decrease)
# of applications	24,509	28,874	17.81%
# enrolled	6,132	6,701	9.28%
Number of nonresident students enrolled	1,384	1,794	29.62%

LSU A & M Honors College			
Undergraduate/First Time Freshmen/Fall	14th Day Fall 2019	14th Day Fall 2020	% Increase (Decrease)
# of applications	5,825	7,159	22.90%
# enrolled	789	807	2.28%
Number of nonresident students enrolled	157	240	52.87%

LSU A & M			
Undergraduate/Transfers BOR Defined	14th Day Fall 2019	14th Day Fall 2020	% Increase (Decrease)
# enrolled	724	928	28.18%

Transfers enrolled from LA Community Colleges	220	209	-5.00%
Transfer enrolled from LA 4-year universities	229	282	23.14%

LSU A & M	14th Day Fall 2019	14th Day Fall 2020	% Increase (Decrease)
Undergraduate Headcount	25,920	27,948	7.82%
Dual Enrollment	1,868	2,460	31.69%
Graduate Student Headcount	4,794	5,249	9.49%
Professional	466	495	6.22%
Professional - Law	581	598	2.93%

LSU A & M	14th Day Fall 2019	14th Day Fall 2020	% Increase (Decrease)
1 st to 2 nd Year Retention First Time Full Time Freshmen (Class 2018 & Class 2019)	83.0%	85.8%	3.37%

Table I
Fall 2020 14th Day Enrollment Report

LSU A&M

LSU A & M	14th Day Fall 2019	14th Day Fall 2020	% Increase (Decrease)
New Freshman Male Headcount	2,846	2,953	3.76%
New Freshman Female Headcount	3,286	3,748	14.06%

LSU A & M			
New Graduate/Professional/Law	14th Day Fall 2019	14th Day Fall 2020	% Increase (Decrease)
# Graduates Enrolled	1,123	1,175	4.63%
# Professional Enrolled	116	119	2.59%
# Professional-Law Center Enrolled	215	209	-2.79%

Table I
Fall 2020 14th Day Enrollment Report

LSU Alexandria

LSU Alexandria			
Undergraduate/First Time Freshmen/Fall	14th Day Fall 2019	14th Day Fall 2020	% Increase (Decrease)
# of applications	1,118	1,243	11.18%
# of students enrolled	468	462	-1.28%

LSU Alexandria			
Undergraduate/Transfers BOR Defined	14th Day Fall 2019	14th Day Fall 2020	% Increase (Decrease)
# enrolled	404	449	11.14%

Transfers enrolled from LA Community Colleges	93	101	8.60%
Transfer enrolled from LA 4-year universities	107	110	2.80%

LSU Alexandria			
	14th Day Fall 2019	14th Day Fall 2020	% Increase (Decrease)
Undergraduate Headcount	3,280	3,500	6.71%
Dual Enrollment	462	461	-0.22%

LSU Alexandria			
	14th Day Fall 2019	14th Day Fall 2020	% Increase (Decrease)
1st to 2nd Year Retention First Time Full Time Freshmen (Class 2018 & Class 2019)	58.60%	61.00%	4.10%

LSU Alexandria			
	14th Day Fall 2019	14th Day Fall 2020	% Increase (Decrease)
New Freshman Male Headcount	183	173	-5.46%
New Freshman Female Headcount	285	289	1.40%

Table I
Fall 2020 14th Day Enrollment Report

LSU Eunice

LSU Eunice	14th Day Fall 2019	14th Day Fall 2020	% Increase (Decrease)
Undergraduate/First Time Freshmen/Fall			
# of applications	1,579	2,648	67.70%
# enrolled	784	880	12.24%

LSU Eunice	14th Day Fall 2019	14th Day Fall 2020	% Increase (Decrease)
Undergraduate Headcount	2,523	2,581	2.30%
Dual Enrollment	466	561	20.39%

LSU Eunice	14th Day Fall 2019	14th Day Fall 2020	% Increase (Decrease)
1st to 2nd Year Retention First Time Full Time Freshmen (Class 2018 & Class 2019)	50.13%	51.32%	2.37%

LSU Eunice	14th Day Fall 2019	14th Day Fall 2020	% Increase (Decrease)
New Freshman Male Headcount	254	254	0.00%
New Freshman Female Headcount	530	629	18.68%

Table I
Fall 2020 14th Day Enrollment Report

LSU Shreveport

LSU Shreveport	14th Day Fall 2019	14th Day Fall 2020	% Increase (Decrease)
Undergraduate/First Time Freshmen/Fall	Total	Total	
# of applications	1,048	1,222	16.60%
# of students enrolled	337	342	1.48%

LSU Shreveport	14th Day Fall 2019	14th Day Fall 2020	% Increase (Decrease)
Undergraduate/Transfers BOR Defined	Total	Total	
# enrolled	390	338	-13.33%

Transfers enrolled from LA community colleges	160	123	-23.13%
Transfers enrolled from LA 4-year universities	118	83	-29.66%

LSU Shreveport	14th Day Fall 2019	14th Day Fall 2020	% Increase (Decrease)
Undergraduate Headcount	2,347	2,365	0.77%
Dual Enrollment	245	224	-8.57%
Graduate Student Headcount	5,926	7,288	22.98%

LSU Shreveport	14th Day Fall 2019	14th Day Fall 2020	% Increase (Decrease)
1st to 2nd Year Retention First Time Full Time Freshmen (Class 2018 & Class 2019)	66.07%	63.14%	-4.43%

LSU Shreveport	14th Day Fall 2019	14th Day Fall 2020	% Increase (Decrease)
New Freshman Male Headcount	145	142	-2.07%
New Freshman Female Headcount	192	200	4.17%

**Report to LSU Board of Supervisors:
All Campuses Last 3 Years**

Capital Improvements Projects above \$175,000

Updated October 5, 2020

	2020-2021		AMOUNT APPROVED	FUNDS SOURCE	APPROVED BY	APPROVAL DATE
LSU	Chemistry & Materials Building: Room 122 Renovations		\$276,901	Self-Generated	Exec. VP Layzell	09/05/20
	Firing Range Facility rebid		\$375,000	Operational Funds/Other Funds	Exec. VP Layzell	09/15/20
	SVM Water Line Replacement		\$225,000	Operational Funds	Exec. VP Layzell	09/15/20
	Subtotal LSU		\$876,901			
TOTAL CAPITAL PROJECTS APPROVALS 2020-2021			\$876,901			
	2019-2020		AMOUNT APPROVED	FUNDS SOURCE	APPROVED BY	APPROVAL DATE
LSU	Allen Hall 1st Floor Classroom Renovations		\$450,000	Operational Funds	Exec. VP Layzell	03/13/20
	Chemical Engineering Restroom Renovations		\$250,000	Operational Funds	Exec. VP Layzell	01/14/20
	East Campus Apartments Building #4 Roof Repairs		\$265,320	Auxiliary Funds	Exec. VP Layzell	09/06/19
	FETI New Building for SCBA & Compressor		\$175,453	Operational Funds	Exec. VP Layzell	03/02/20
	Firing Range Facility		\$292,000	Other Funds	Exec. VP Layzell	12/20/19
	Food Science Building Tile Roof Repair		\$350,000	Self-Generated	Exec. VP Layzell	12/20/19
	Football Operations Building: Video Tower		\$250,000	Auxiliary Funds	Exec. VP Layzell	05/18/20
	Hill Memorial Library Renovation		\$290,000	Foundation Funds	Exec. VP Layzell	04/02/20
	Jesse Coates: Biology Teaching Labs		\$480,000	Auxiliary Funds	Exec. VP Layzell	12/20/19
	Residential College North Hall Painting		\$250,000	Auxiliary Funds	Exec. VP Layzell	03/13/20
	Student Union Roof Replacements Area 2 & Area 3		\$340,122	Auxiliary Funds	Exec. VP Layzell	02/10/20
	Student Union Tiger Card Office Renovation		\$225,000	Auxiliary Funds	Exec. VP Layzell	12/06/19
	SVM: Large Animal Operating Room 1817C & 1817G Replace OR Lights		\$210,000	Operational Funds	Exec. VP Layzell	03/24/20
	Williams Hall 3rd Floor Lab Renovations		\$282,582	Operational Funds	Exec. VP Layzell	11/18/19
	Subtotal LSU		\$4,110,477			
AgCenter	Burden Trees & Trails Restroom re-approval adding \$160,000		\$510,000	Donated funds	Board of Regents	01/10/19
	Subtotal AgCenter		\$510,000		Exec. VP Layzell	03/16/20
HSCNO	Alled Health/School of Nursing (AHSON) 7th & 8th Floor Restroom Ren		\$395,000	Operational Funds	Exec. VP Layzell	07/15/19
	Dental School Orthodontics Conf. Rm. & Offices Renovation		\$300,000	Foundation Funds	Exec. VP Layzell	03/20/20
	MEB 1st Floor Lobby Flooring Replacement		\$300,000	Self Generated	Exec. VP Layzell	03/20/20
	Subtotal HSCNO		\$995,000			
LSUS	Asphalt Parking Lot Repair Overlay		\$446,674	Tuition & Fees	Exec. VP Layzell	01/06/20
	Baseball Locker Room Facility		\$476,440	Auxiliary Revenues	Exec. VP Layzell	12/05/19
	Business Education Building 1st Floor Corridor Improvements		\$408,000	Tuition/Fee Revenue	Exec. VP Layzell	12/05/19
	Business Education Building Business Intelligence Lab		\$213,400	Tuition & Fees	Exec. VP Layzell	01/23/20
	Business Education Building Curriculum Remodel		\$408,000	Online Tuition/Fee Revenue	Exec. VP Layzell	11/10/19
	Business Education Building Student Advising Center Suite & Boardroom		\$268,320	Tuition & Fees	Exec. VP Layzell	04/15/20
	Health & Physical Education Building Locker Room Remodeling		\$455,900	Tuition & Fees	Exec. VP Layzell	01/23/20
	Health & Physical Education Building Racket Ball Courts		\$396,300	Tuition & Fees	Exec. VP Layzell	01/23/20
	Science Lecture Hall Renovation		\$425,000	Online Tuition/Fee Revenue	Exec. VP Layzell	12/05/19
	Tennis Storage Restroom		\$220,451	Tuition & Fees	Exec. VP Layzell	06/01/20
	Subtotal LSUS		\$3,718,485			
TOTAL CAPITAL PROJECTS APPROVALS 2019-2020			\$9,333,962			

**Report to LSU Board of Supervisors:
All Campuses Last 3 Years**

Capital Improvements Projects above \$175,000

Updated October 5, 2020

	2018-2019	AMOUNT APPROVED	FUNDS SOURCE	APPROVED BY	APPROVAL DATE
LSU	Foster Hall Renovations	\$470,000	Other Ancillary Self-Generated Revenues	Exec. VP Layzell	07/10/18
	Hill Memorial Library Roof Replacement	\$490,000	Ancillary Self-Generated Revenues	Exec. VP Layzell	09/27/18
	Louisiana Animal Disease Diagnostic Laboratory 2nd Floor Lab Addition	\$633,600	School of Vet. Med. Self-Generated Revenue	Exec. VP Layzell	09/20/18
	Military Science Building Roof Replacement	\$860,000	Ancillary Self-Generated Revenues	Exec. VP Layzell	09/27/18
	PERTT Facility Building Repairs-Roof Replacement	\$337,733	Operational Funds	Exec. VP Layzell	12/14/18
	East Campus Apartments Building #9 Roof Repairs	\$265,320	Auxiliary Funds	Exec. VP Layzell	05/07/19
	School of Veterinary Medicine Toilet Room Renovations (1204-1206, 14	\$301,962	Self-Generated Revenue	Exec. VP Layzell	05/07/19
	PMAC AHU 9 Replacement-Volleyball	\$490,000	Auxiliary Funds	Exec. VP Layzell	05/03/19
	Pleasant Hall Renovation	\$490,000	Operational Funds	Exec. VP Layzell	10/25/18
	Pleasant Hall Renovation Budget Increase	\$118,000	Additional Operational Funds	Board of Regents	03/04/19
	Student Health Center Subsurface Drainage Installation	\$360,000	Auxiliary Funds	Exec. VP Layzell	09/20/18
	Subtotal LSU	\$4,816,615			
AgCenter	Burden Museum & Gardens New Entrance Road	\$450,000	1/5 Burden Foundation, 1/5 AgCenter, 1/5 LSU	Exec. VP Layzell	01/10/19
	Subtotal AgCenter	\$450,000		Exec. VP Layzell	
HSCNO	MEB 3rd Floor Audio-Visual Training Center	\$350,000	Self-Generated Revenues	Exec. VP Layzell	03/27/19
	Clinical Sciences and Research Building (CSRB) Lab Renovation 4th Flo	\$450,000	Indirect Fee Grant	Exec. VP Layzell	06/24/19
	Clinical Sciences and Research Building (CSRB) Purchase of Replaceme	\$395,000	Self-Generated Revenues	Exec. VP Layzell	06/24/19
	Subtotal HSCNO	\$350,000			
LSUE	Acadian Hall Kitchen Renovation	\$456,986	Auxiliary Revenues	Exec. VP Layzell	03/11/19
	Subtotal LSUE	\$456,986			
LSUS	Business Education Building 3rd Floor Renovation	\$237,450	Self-Generated (Fees & Tuition)	Exec. VP Layzell	03/27/19
	Cyber Collaboratory	\$450,000	Self-Generated (Fees & Tuition)	Exec. VP Layzell	08/21/18
	New Soccer Building	\$449,500	Self-Generated (Fees & Tuition)	Exec. VP Layzell	04/03/19
	Student Veteran Resource Center	\$200,000	Self-Generated (Fees & Tuition)	Exec. VP Layzell	07/31/18
	Subtotal LSUS	\$1,336,950			
TOTAL CAPITAL PROJECTS APPROVALS 2018-2019		\$7,410,551			

**Report to LSU Board of Supervisors:
All Campuses Last 3 Years**

Capital Improvements Projects above \$175,000

Updated October 5, 2020

	2017-2018	AMOUNT APPROVED	FUNDS SOURCE	APPROVED BY	APPROVAL DATE	
LSU	Alex Box Seating Bowl Waterproofing Budget Increase (original approval)	\$436,700	Auxiliary Funds	Exec. VP Layzell	06/20/17	
	Bernie Moore Track Pavilion	\$365,000	Auxiliary Funds	Exec. VP Layzell	05/15/17	
	Choppin Hall 2nd Floor Laboratory Renovation	\$300,000	Self Generated Revenues & Operational Funds	Exec. VP Layzell	12/05/17	
	Cub Complex Baseball Field Lighting	\$400,000	Auxiliary Funds	Exec. VP Layzell	11/28/17	
	Dodson Hall HVAC Replacement	\$483,033	Auxiliary Funds	Exec. VP Layzell	03/26/18	
	Enverinmental Test Chamber for Construction Management	\$225,000	Other- Departmental & Grant Funding	Exec. VP Layzell	12/18/17	
	Football Operations Practice Field Video Tower Foundations	\$175,000	Auxiliary Funds	Exec. VP Layzell	11/28/17	
	Natorium Toilet Suite Renovations	\$300,000	Auxiliary Funds	Exec. VP Layzell	08/10/17	
	Natorium Toilet Suite Renovations budget increase	\$369,950	Auxiliary Funds	Exec. VP Layzell	08/17/17	
	Open Jet Facility	\$255,750	Operational Funds	Exec. VP Layzell	02/19/18	
	School of Veterinary Medicine budget increase from \$725,000 to \$851,000	\$851,000	Other- SVM cash reserve funds	Board of Regents	06/06/18	
	Tiger Stadium Field Improvements 2017	\$400,000	Auxiliary Funds	Exec. VP Layzell	02/19/17	
	Tiger Stadium East Renovations for Concessions	\$458,570	Auxiliary Funds	Exec. VP Layzell	06/20/17	
	Vet Med Annex 193A Cage Washer Room Renovations	\$275,000	Operational Funds	Exec. VP Layzell	02/19/17	
	Welcome Center Renovations	\$350,000	Operational Funds	Exec. VP Layzell	08/11/17	
		Subtotal LSU	\$5,645,003			
	AgCenter	Audubon Sugar Institute Roof Replacement	\$496,830	Other-LSU Ancillary Self-Generated Revenue	Exec. VP Layzell	05/08/18
Equipment Storage Building- Rice Research Building		\$300,000	Other- Rice Research Board Grant	Exec. VP Layzell	11/19/17	
Rice Mill Equipment Installation		\$200,000	Technology Funds	Exec. VP Layzell	03/26/18	
Warehouse Renovations for Food Incubator Bottline Line		\$495,000	Self-Generated Funds	Exec. VP Layzell	09/07/17	
	Subtotal AgCenter	\$1,491,830		Exec. VP Layzell	11/20/17	
HSCNO	AHSON 3rd & 4th Floor Renovation	\$350,000	Operational Funds	Exec. VP Layzell	10/25/17	
	Human Development Center Infant Room Renovation	\$250,000	Self- Generated Funds- Unrestricted	Exec. VP Layzell	10/25/17	
	Seton Building Entrance Lobby Renovation	\$350,000	Self- Generated Funds- Unrestricted	Exec. VP Layzell	11/28/17	
	Seton Building 2nd Floor Office Renovation- ULL Pharmacy	\$285,000	Self- Generated Funds- Unrestricted	Exec. VP Layzell	02/26/18	
	Seton Building 1st Floor Office Renovation	\$478,125	Self- Generated Funds- Unrestricted	Exec. VP Layzell	10/25/17	
	Subtotal HSCNO	\$1,713,125				
HSCS	Medical School Educational Space Renovations Phase II	\$350,000	Wise Funding	Exec. VP Layzell	01/22/18	
	Medical School Educational Space Renovations Phase I increase scope	\$495,000	Self- Generated Funds- Unrestricted Funds	Exec. VP Layzell	10/25/17	
	Subtotal HSCS	\$845,000				
LSUS	HPE Roof Replacement	\$948,000	Self- Gen Funds- MBA Program, BOR Emergency Funds Other DM Funds	Exec. VP Layzell	03/01/18	
		Subtotal LSUS	\$948,000			
TOTAL CAPITAL PROJECTS APPROVALS 2017-2018		\$9,797,958				

Report to LSU Board of Supervisors: Design Contracts
All Campuses Last 3 Years

Updated October 5, 2020

	2020-2021 Design Contracts		Designer Fee	Reimbursables or other fees	Revised Total	Designer	Approved by	Approval Date
LSU A&M	Chemistry & Materials Building Room 122 Renovations		\$31,130	\$1,000	\$32,130	Bradley Blewster & Associates	AVP Mahaffey	09/08/20
		Subtotal	\$31,130	\$1,000	\$32,130			
	Veterinary Medicine Accreditation Repairs		\$126,973	\$0	\$126,973	Hoffpauir Studio, LLC	Architect Selection Board	09/16/20
		Subtotal	\$126,973	\$0	\$126,973			
	Total LSU A&M		\$126,973	\$0	\$126,973			
HSCNO	MEB 2nd Floor Restrooms Renovation		\$13,600	1.10 x actual	Fee + Reimbursables	Mathes Brierre Architects	AVP Mahaffey	09/16/20
		Total	\$13,600					
HSCS	6th Floor Department of Medicine Renovations-Phase I		\$48,420	1.15 x Actual	Fee + Reimbursables	Prevot Design	AVP Mahaffey	09/18/19
		Total	\$48,420					
	TOTAL ALL CAMPUSES 2020-2021		\$188,993		Fee + Reimbursables			

**Report to LSU Board of Supervisors:
All Campuses Last 3 Years**

Design Contracts

Updated October 5, 2020

	2019-2020 Design Contracts	Designer Fee	Reimbursables or other fees	Revised Total	Designer	Approved by	Approval Date
LSU A&M	Chemical Engineering Restrooms Renovation	\$29,583	\$5,000	\$34,583	Greenleaf Lawson Architects	AVP Danny Mahaffey	01/13/20
	Honors College Site Plan Schematic Design	\$44,000	\$5,000	\$49,000	Tipton Associates	AVP Danny Mahaffey	08/28/19
	Howe Russell: Replace Two AHU's	\$83,613		\$83,613	Henry C. Eyre Consulting Engineers	AVP Danny Mahaffey	01/29/20
	Jesse Coates Biology Teaching Labs	\$53,593	\$5,000	\$58,593	Greenleaf Lawson Architects	AVP Danny Mahaffey	01/13/20
	Sciences Utility Infrastructure Improvements-Sciences Strategic Capital Plan Phase 2	\$136,094		\$136,094	Infinity Engineering Consultants	AVP Danny Mahaffey	01/29/20
	Student Union Roof Replacements	\$23,492	\$1,780	\$25,272	Neal Johnson, LLC	AVP Danny Mahaffey	05/11/20
	Williams Hall 3rd Floor Lab Renovation	\$31,681	\$500	\$32,181	Mougeot Architecture	AVP Danny Mahaffey	09/12/19
		Subtotal	\$402,056	\$17,280	\$419,336		
LSU A&M	Innovation Park Roadway Improvements Project	\$1,664,371	\$0	\$1,664,371	Professional Engineering Consultants Corp.	Architect Selection Board	09/10/19
		Subtotal	\$1,664,371	\$0	\$1,664,371		
Total LSU A&M		\$2,066,427	\$17,280	\$2,083,707			
AgCenter	LSU Burden Botanic Gardens Drainage	\$28,477		\$28,477	Bonton Associates	AVP Danny Mahaffey	01/14/20
	NFS Programming-Food Science	\$30,000		\$30,000	Bonton Associates	AVP Danny Mahaffey	01/14/20
		Total AgCenter	\$58,477		\$58,477		
HSCNO	AHSON 7th & 8th Floor Restroom Renovation	\$16,600	1.10 x actual	Fee + Reimbursables	Mathes Brierre Architects	AVP Mahaffey	07/10/19
	Dental School Orthodontics Conference Room & Office Renovation	\$11,980	1.10 x actual	Fee + Reimbursables	Mathes Brierre Architects	AVP Mahaffey	03/23/20
	Subtotal	\$16,600		\$0			
HSCNO	Replacement of How Water Supply & Return Lines	\$66,477		\$66,477	M & E Consulting, Inc.	Engineer Selection Board	01/08/20
		Subtotal	\$66,477	\$66,477			
Total HSCNO		\$83,077	\$0	\$66,477			
HSCS	Center for Medical Education and Wellness	\$1,862,920	\$0	\$1,862,920	Coleman Partners Architects/Perkins and Will Inc. AJV	Architect Selection Board	09/10/19
		Total HSCS	\$1,862,920	\$0	\$1,862,920		
LSUS	Baseball Locker Room Facility	\$46,800	\$3,200	\$50,000	Sutton Beebe Babin Architects	AVP Mahaffey	12/03/19
	Bike Path & Running Path Preliminary Design	\$14,700		\$14,700	Sutton Beebe Babin Architects	AVP Mahaffey	08/26/19
	Bronson Hall Renovation to Rooms 252 & 242	\$20,815		\$20,815	Sutton Beebe Babin Architects	AVP Mahaffey	12/19/19
	Business Education Building Curriculum Resource Center Remodel	\$39,780		\$39,780	Sutton Beebe Babin Architects	AVP Mahaffey	11/04/19
	Business Intelligence Lab	\$24,670		\$24,670	Sutton Beebe Babin Architects	AVP Mahaffey	01/14/20
	Health & PE Building Convert Racket Ball Courts to Exercise Physiology	\$39,557		\$39,557	Sutton Beebe Babin Architects	AVP Mahaffey	01/14/20
	Health & PE Building Locker Room Remodeling	\$53,516		\$53,516	Sutton Beebe Babin Architects	AVP Mahaffey	01/14/20
	Noel Memorial Library Waterproofing	\$15,812	\$0	\$15,812	Sutton Beebe Babin Architects	AVP Mahaffey	
	Science Lecture Hall Renovation	\$45,959		\$45,959	Prevot Design	AVP Mahaffey	11/21/19
	Total LSUS	\$301,609	\$3,200	\$304,809			
PBRC	Reroof Comparative Biology, Utilities & Central Store	\$64,608		\$64,608	Post Architects, LLS	Architect Selection Board	09/10/19
		Total PBRC	\$64,608	\$0	\$64,608		
TOTAL ALL CAMPUSES 2019-2020		\$4,378,641	\$20,480	\$4,382,521			

**Report to LSU Board of Supervisors:
All Campuses Last 3 Years**

Design Contracts

Updated October 5, 2020

	2018-2019 Design Contracts	Designer Fee	Reimbursables or other fees	Revised Total	Designer	Approved by	Approval Date	
LSU A&M	Choppin Hall 7th Floor Lab Renovation	\$14,707	\$500	\$15,207	Mougeot Architecture	AVP Danny Mahaffey	06/17/19	
	Design Building Skylight Replacement	\$78,798	\$4,700	\$83,498	Post Architects	AVP Danny Mahaffey	07/12/18	
	Hatcher Hall Exterior Skin Upgrades	\$42,104	\$1,500	\$43,604	GD Architecture	AVP Danny Mahaffey	03/18/19	
	Lab School Entry Project	\$24,547	\$2,500	\$27,047	Tipton Assoc.	AVP Danny Mahaffey	12/13/18	
	Nicholson Hall Roof Replacement	\$41,595		\$41,595	Jerry M. Campbell & Associates	AVP Danny Mahaffey	04/30/19	
	PMAC Volleyball HVAC Replacement	\$33,916	\$9,306	\$43,222	Henry C. Eyre, Jr. PE, Inc.	AVP Danny Mahaffey	04/16/19	
	Roosevelt Apartments Abatement & Demolition	\$10,412	\$14,773	\$25,185	Wynn White Consulting Engineers	AVP Danny Mahaffey	05/28/19	
	Student Health Moisture Issues	\$39,691	\$9,300	\$48,991	Wynn White Consulting Engineers	AVP Danny Mahaffey	09/19/18	
	Student Union Tiger Card Office Renovation	\$22,706	\$2,000	\$24,706	GraceHebert Architects	AVP Danny Mahaffey	02/12/19	
	University Stores Renovations for Parking & Transportation	\$41,595	\$500	\$42,095	Jerry M. Campbell & Associates	AVP Danny Mahaffey	05/28/19	
	Vet School Master Plan Proposal	\$40,000	Actual Cost	\$40,000	Tipton Assoc.	AVP Danny Mahaffey	09/19/18	
	Vet School Toilet Room Renovation at 2 1st Floor Student Locker Rooms	\$34,026	\$1,000	\$35,026	Bradley-Blewster Assoc.	AVP Danny Mahaffey	01/23/19	
		Subtotal	\$424,098	\$46,079	\$470,177			
	LSU A&M	HP Long Field House Renovations	\$1,664,371		\$1,664,371	Remson Aley Herpin Architects/ Tipton Assoc.	Architect Selection Board	11/27/18
		L.a. Animal Disease Diagnostic Laboratory (LADDL) 2nd Floor Lab Addition	\$40,495		\$40,495	GD Architecture	Architect Selection Board	11/27/18
			Subtotal	\$1,704,866	\$0	\$1,704,866		
		Total LSU A&M	\$2,128,964	\$46,079	\$2,175,043			
AgCenter	Efferson Hall Conference Room Renovation	\$10,438	\$500	\$10,938	Domain Architecture	AVP Mahaffey	07/12/18	
		Total AgCenter	\$10,438	\$500	\$10,938			
HSCNO	CSRB 4th Floor Renovations	\$25,550	1.10 x actual	\$25,550	Mathes Brierre Architects	AVP Mahaffey	06/24/19	
		Total HSCNO	\$25,550	\$25,550				
HSCS	Medical School B-Building HVAC Replacement	\$284,231		\$284,231	John J. Guth Assoc.	Engineer Selection Board	11/27/18	
		Total HSCS	\$284,231	\$0	\$284,231			
LSUS	Technology Center Cyber Collaboratory Project	\$42,671	\$4,500	\$47,171	Sutton Beebe Babin Architects	AVP Mahaffey	09/21/18	
	Veterans Resource Center	\$20,397	\$0	\$20,397	Sutton Beebe Babin Architects	AVP Mahaffey	08/02/18	
		Total LSUS	\$63,068	\$4,500	\$67,568			
TOTAL ALL CAMPUSES 2018-2019		\$2,486,701	\$51,079	\$2,537,780				

**Report to LSU Board of Supervisors:
All Campuses Last 3 Years**

Design Contracts

Updated October 5, 2020

	2017-2018 Design Contracts	Designer Fee	Reimbursables or other fees	Revised Total	Designer	Approved by	Approval Date	
LSU A&M	Central Plant CW Piping Assessment & Repair	\$35,029		\$35,029	Infinity Engineering Consultants	AVP Danny Mahaffey	03/19/18	
	College of Science Program Refinement	\$39,400	\$1,500	\$40,900	Holly & Smith Architects	AVP Danny Mahaffey	02/14/18	
	Dodson Hall HVAC Bidding through CA	\$19,897		\$19,897	Jerry M. Campbell & Assoc.	AVP Danny Mahaffey	03/15/18	
	Open Jet Proposal (Old River Model Facility)	\$13,661		\$13,661	Forte Tablada	AVP Danny Mahaffey	7/172017	
	PERTT Building Phase I Repairs	\$42,753	\$500	\$43,253	Neal Johnson	AVP Danny Mahaffey	05/18/18	
	South Stadium Drive Sewer Improvements	\$27,364	\$11,950	\$39,314	Boyd Holmes Engineering	AVP Danny Mahaffey	08/17/17	
	SVM La. Animal Disease Diagnostic Laboratory (LADDL) 2nd Floor Lab	\$39,246	\$1,000	\$40,246	Foil Wyatt	AVP Danny Mahaffey	08/23/17	
	Student Union Interior	\$19,492		\$19,492	GraceHebert Architects, APAC	AVP Danny Mahaffey	06/15/18	
	Tiger Stadium Concession Additional Design Services	\$22,000		\$22,000	Nesbit & Assoc.	AVP Danny Mahaffey	01/23/18	
	Tiger Stadium South Stadium Rail Replacement	\$42,307		\$42,307	Wardlaw & Lasseigne	AVP Danny Mahaffey	04/04/18	
	University Administration Building Boardroom Lighting Upgrades	\$13,000		\$13,000	AST Engineers	AVP Danny Mahaffey	10/17/17	
	University High Baseball Field Lighting Project	\$35,320		\$35,320	Nesbit & Assoc.	AVP Danny Mahaffey	10/27/17	
	University Lab School Foundation/Lounge Space	\$15,238	\$1,500	\$16,738	Tipton Assoc.	AVP Danny Mahaffey	09/13/17	
		Subtotal	\$364,707	\$16,450	\$381,157			
		Design Building Skylight	\$78,798		\$78,798	Post Architects	Architect Selection Board	06/06/18
	Hebert Law Center Roof Replacement	\$41,981		\$41,981	BE-CI, Inc. & Neal Johnson, AJV	Architect Selection Board	09/28/17	
	Memorial Tower Renovations	\$382,941		\$382,941	Jerry M. Campbell & Assoc., APAC	Architect Selection Board	09/28/17	
	Stephenson Veterinary Hospital	\$607,315		\$607,315	Tipton Assoc. APAC in Association with Architect 449	Architect Selection Board	09/28/17	
	Tiger Stadium Field and Drainage Replacement	\$141,954		\$141,954	Manchac Consulting Groups	Engineer Selection Board	07/27/17	
	Subtotal	\$1,174,191	\$0	\$1,252,989				
	Total LSU A&M	\$1,538,898	\$16,450	\$1,634,146				
AgCenter	Audubon Sugar Institute Roof Replacement	\$51,383		\$51,383	Jerry M. Campbell & Assoc.	AVP Mahaffey	07/24/17	
	Burden Museum and Gardens Urban Farm Proposal	\$17,750	\$750	\$18,500	Suzanne Turner & Assoc.	AVP Mahaffey	07/10/17	
	Animal & Food Science Laboratory Shaka Retort & Steam Generator for Lab 100	\$11,668		\$11,668	Henry C. Eyre, Jr., P.E.	AVP Mahaffey	12/18/17	
	Total AgCenter	\$80,801	\$750	\$81,551				
HCSD	Lallie Kemp Medical Center Chiller Plant Upgrade	\$44,365	\$0	\$44,365	Howell Consultants	AVP Mahaffey	10/26/17	
	Total Lallie Kemp	\$44,365	\$0	\$44,365				
LSUE	Library Renovations for New Testing Center	\$13,500	\$1,500	\$15,000	The Sellers Group	AVP Mahaffey	11/15/17	
	Total LSUE	\$13,500	\$1,500	\$15,000				
LSUS	Replace Roof, Health & Physical Education Building	\$57,424	\$0	\$57,424	Sutton Beebe Babin Architects	Architect Selection Board	06/06/18	
	Total LSUS	\$57,424	\$0	\$57,424				
TOTAL ALL CAMPUSES 2017-2018		\$1,734,988	\$18,700	\$1,832,486				

**Report to LSU Board of Supervisors:
All Campuses Last 3 Years**

Foundation Construction Related Agreements*

Updated October 5, 2020

**Donation to follow upon completion and acceptance of all work or as stated in the agreement*

2020-2021					Estimated	Approval	
Document Type	Campus	Lessor	Lessee	Project	Cost	Date	Approved by
n/a							
2019-2020					Estimated	Approval	
Document Type	Campus	Lessor	Lessee	Project	Cost	Date	Approved by
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Alex Box Practice Facility Pitching Center	\$130,000	8/23/2019	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Renovation	\$750,000	4/3/2020	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Tiger Stadium North Players Chute	\$130,000	5/20/2020	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Tiger Stadium Lawton Room Updates	\$450,000	5/20/2020	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Indoor Practice Facility Air Handler Upgrades	\$525,000	5/20/2020	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Tiger Stadium Monuments	\$80,000	5/27/2020	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Alex Box Team Room	\$350,000	5/27/2020	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Tiger Stadium East & West Bowl Structural Repairs	\$175,000	5/20/2020	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	PMAC Floor Expansion & Refinishing	\$150,000	5/20/2020	Exec. VP Layzell
Lease Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Charles McClendon Outdoor Practice Facility Replacement of Synthetic Turf	\$1,700,000	1/22/2020	Int. Pres. Galligan
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Tiger Stadium- North End Zone joint Repairs Ph. 11	\$550,000	12/31/2019	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Gymnastics Practice Facility Vault Lift Installation	\$175,000	8/8/2019	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Pete Maravich Statue Installation & Plaza	\$250,000	8/8/2019	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	PMAC Replacement & Installation of Indoor Lighting Equipment	\$80,000	8/8/2019	Exec. VP Layzell
2018-2019					Estimated	Approval	
Document Type	Campus	Lessor	Lessee	Project	Cost	Date	Approved by
License for Use Agreement	LSU	LSU BoS	Recital Hall LLC (REFF)	New Music Building Recital Hall Renovation	\$3,500,000	9/20/2018	Exec. VP Layzell
Lease Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Alex Box Champions Plaza	\$1,000,000	12/17/2018	Pres. Alexander
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Beach Volleyball Waterproofing Repairs	\$350,000	7/31/2018	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Dr. Billy Cannon Statue Installation and Plaza	\$250,000	7/23/2018	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Golf Practice Facility Hitting Bay Improvements	\$40,000	4/26/2019	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Tennis Complex Resurfacing of Courts	\$180,000	6/10/2019	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Tiger Stadium North End Zone Joint Repairs Ph. I	\$350,000	7/23/2018	Exec. VP Layzell
Lease Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Tiger Stadium S. Plaza Victory Recognition	\$1,600,000	12/10/2018	Pres. Alexander
License for Use Agreement	LSU	LSU BoX	SLA LLC (REFF)	School of Landscape Architecture Renovations	\$574,810	9/12/2018	Exec. VP Layzell

2017-2018					Estimated	Approval	
Document Type	Campus	Lessor	Lessee	Project	Cost	Date	Approved by
Lease Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Alex Box Batting Cage Facility Renovation and Expansion	\$2,000,000	3/19/2018	Pres. Alexander
Lease Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Athletics Administration Building Multi-Facility Tech Improvements	\$2,000,000	3/19/2018	Pres. Alexander
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Band Hall Renovation Agreement	\$70,000	7/25/2017	Exec. VP Layzell
Lease Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Football Operations Center Phase II Renovations & Expansion	\$23,000,000	2/9/2018	Pres. Alexander
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	North Bowl Improvements	\$970,119	3/6/2017	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	West Bowl Improvements	\$906,622	3/6/2017	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	East Bowl Improvements	\$982,906	3/6/2017	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Martin Broussard Hydrotherapy Pool Replacement and Renovation Project	\$905,000	3/19/2018	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Natatorium LED Lighting project	\$300,000	3/19/2018	Exec. VP Layzell
License for Use Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Tiger Stadium Concessions and Related Improvements	\$646,462	6/1/2018	Exec. VP Layzell
Lease Agreement	LSU	LSU BoS	Tiger Athletic Foundation	Tiger Stadium Concessions Renovation & Expansion Phase II	\$2,750,000	4/2/2018	Pres. Alexander
License for Use Agreement	LSU Eunice	LSU Eunice	LSU at Eunice Foundation	Use of Space to construct Soccer Fields	\$300,000	6/5/2018	Exec. VP Layzell

**Report to LSU Board of Supervisors:
All Campuses Last 3 Years**

Grants of Mineral Rights

Updated October 5, 2020

2020-2021															
Campus that Benefits	Sale Date	State Lease #	Leased to:	Operated by	Release Date	Parish	Section, Township, Range	Acres Bid	Lease Term	Cash Bonus	Price Per Acre	Rentals/Year	Royalty	Accepted Acres	Accepted Bonus
n/a															
2019-2020															
Campus that Benefits	Sale Date	State Lease #	Leased to:	Operated by	Release Date	Parish	Section, Township, Range	Acres Bid	Lease Term	Cash Bonus	Price Per Acre	Rentals/Year	Royalty	Accepted Acres	Accepted Bonus
AgCenter	07/10/19	21927	Mack Energy Co.			East Baton Rouge	S65-66-67-68-69-70, T8S, R1W	674.780	3 years	\$84,347.50	\$250.00	\$84,347.50	22.5%	674.780	\$84,347.50
2018-2019															
Campus that Benefits	Sale Date	State Lease #	Leased to:	Operated by	Release Date	Parish	Section, Township, Range	Acres Bid	Lease Term	Cash Bonus	Price Per Acre	Rentals/Year	Royalty	Accepted Acres	Accepted Bonus
n/a															
2017-2018															
Campus that Benefits	Sale Date	State Lease #	Leased to:	Operated by	Release Date	Parish	Section, Township, Range	Acres Bid	Lease Term	Cash Bonus	Price Per Acre	Rentals/Year	Royalty	Accepted Acres	Accepted Bonus
n/a															

**Report to LSU Board of Supervisors:
All Campuses**

Other Agreements and Approval Requests

Updated October 5, 2020

2020-2021				
Document Type	Campus	Lessor or Seller or Assignor	Lessee or Buyer or Assignee	Related Agreements or Purpose
Purchase of Property at 2127 Poydras St., New Orleans	HSCNO	Daniel Jackson	LSU Health Foundation New Orleans	Future donation to LSU Health New Orleans
Addendum to Lease Agreement between La. Cancer Research Center (LCRC) & LSU Health Science Center New Orleans (HSCNO)	HSCNO	LSRC	HSCNO	HSCNO agrees to manage & finance repairs to equipment in HSCNO's leased area of LCRC Building
2019-2020				
Document Type	Campus	Lessor or Seller or Assignor	Lessee or Buyer or Assignee	Related Agreements or Purpose
Approval of Nicholson Gateway Retail Lease	LSU	Nicholson Gateway Project, LLC	Torchys Tacos	Lease of Retail Space
Approval of Nicholson Gateway Retail Lease	LSU	Nicholson Gateway Project, LLC	AT&T	Lease of Retail Space
Approval of Nicholson Gateway Retail Lease	LSU	Nicholson Gateway Project, LLC	Fat Boys Pizza	Lease of Retail Space
MOU for the LED Fast Start Fivision and Program	LSUS	LED	LSU, UL, SU, & TCTC Systems	Memorandum of Understanding
MOU Master Plan of the Lakes	LSU	LSU, State of La., City & Parish of EBR, BREC, BRAF & REFF		Memorandum of Understanding

**Report to LSU Board of Supervisors:
All Campuses**

Other Agreements and Approval Requests

Updated October 5, 2020

	2018-2019			
Document Type	Campus	Lessor or Seller or Assignor	Lessee or Buyer or Assignee	Related Agreements or Purpose
Approval of Nicholson Gateway Retail Lease	LSU	Nicholson Gateway Project, LLC	Simple Greek	Lease of Retail Space
Approval of Nicholson Gateway Retail Lease	LSU	Nicholson Gateway Project, LLC	Private Stock	Lease of Retail Space
Approval of Nicholson Gateway Retail Lease	LSU	Nicholson Gateway Project, LLC	General Health System (Baton Rouge General)	Lease of Retail Space
Kappa Kappa Gamma- Consent to Assignment & Sublease	LSU	LSU BoS	Delta Iota House Assn. of Kappa Kappa Gamma Fraternity	Document needed for financing & construction of new Fraternity house.
Consent to Sublease between LSU BoS for HCSD & Our Lady of Angels Hospital in Bogalusa	HCSD	LSU BoS	Our Lady of Angels Hospital	Agreement to sublease a portion of the property of a substance abuse provider
Purchase Agreement for Property in Square 518 First District New Orleans	HSCNO	LSU BoS	Michael J. Clark	Purchase Agreement for 508-510 S. Galvez in New Orleans
Assignment, Assumption & 3rd Amendment to Lease	AgCenter	LSU BoS	Christian Life Fellowship School & Church of the King, Baton Rouge, Inc.	Agreements for 5.3246 acres adjacent to the Perkins Road farm.
Assignment, Bill of Sale and Conveyance	AgCenter	Camterra Resources Partners Ltd.	Elm Grove Holdings, LLC	
Concurrence to renewal of Long Term Lease with USDA for Honey Bee Research	AgCenter	LSU Agricultural Center	United State Government	Consent to the USDA exercising its option term to renew its existing 50 year Long Term Lease for a renewal term of 50 years beginning 7/1/2018.
Consent to Sublease between LSU Board of Supervisors and Our Lady of the Angels Hospital	LSU BoS	Our Lady of the Angels		
Second Amendment and Restated Ground Lease Agreement	LSU Eunice	LSU BoS	Bengal Village, LLC	Lease Agreements and related documents needed to transfer LSUE on-campus student housing from Eunice Student Housing Foundation the Bengal Village, LLC, the sole member of which is the LSU Real Estate and Facilities Foundation.
Memorandum of Lease- Second Amended and Restated Ground Lease	LSU Eunice	LSU BoS	Bengal Village, LLC	
Facilities Lease	LSU Eunice	LSU BoS	Bengal Village, LLC	
Memorandum of Lease- Facilities Lease	LSU Eunice	LSU BoS	Bengal Village, LLC	
Assignment and Assumption of Lease	LSU Eunice	Eunice Student Housing Foundation, Inc.	Bengal Village, LLC	
Act of Sale with Assumption of Mortgage	LSU Eunice	Eunice Student Housing Foundation, Inc.	Bengal Village, LLC	
Transfer of LSUE Manual Hall Annex Modular Building to LSUA for use by its soccer team.	LSU Eunice	LSU Eunice	LSU Alexandria	Approval to transfer between two LSU campuses in progress. LSU Eunice was no longer utilizing the building and did not need it. LSU Alexandria desires the building for use by the soccer team.
Determination of an Acceptable University Purpose for purchase by LSU Health Foundation New Orleans of building in LaPlace	LSU Health New Orleans	River Parishes Hospital	LSU Health Foundation New Orleans	Consent to purchase of adjacent facility to support ambulatory clinics
Determination of an Acceptable University Purpose for Donation of 3 parcels of property in Mandeville	LSU Health New Orleans	The Al Copeland Family Foundation	LSU Health Foundation New Orleans	A single owner would like to donate 3 parcels in Mandeville near the north end of the causeway bridge. Two parcels total 21.43 acres. The third parcel is 7.6 acres and contains a marina.

**Report to LSU Board of Supervisors:
All Campuses**

Other Agreements and Approval Requests

Updated October 5, 2020

	2017-2018			
Document Type	Campus	Lessor or Seller or Assignor	Lessee or Buyer or Assignee	Related Agreements or Purpose
Act of Exchange	LSU	LSU BoS	New Schools for Baton Rouge	Exchange of properties of equal value to benefit both parties
Approval of Nicholson Gateway Retail Lease	LSU	Nicholson Gateway Project, LLC	Frutta Bowls	Lease of Retail Space
Approval of Nicholson Gateway Retail Lease	LSU	Nicholson Gateway Project, LLC	Matherne's	Lease of Retail Space
Approval of Nicholson Gateway Retail Lease	LSU	Nicholson Gateway Project, LLC	Starbucks	Lease of Retail Space
Approval of Nicholson Gateway Retail Lease	LSU	Nicholson Gateway Project, LLC	Wendy's	Lease of Retail Space
Consent to Amendment of Nicholson Gateway Lease	LSU	Nicholson Gateway Project, LLC	Matherne's	Amendment to Lease of Retail Space
Consent to Amendment of Nicholson Gateway Lease	LSU	Nicholson Gateway Project, LLC	Private Stock	Amendment to Lease of Retail Space
Consent to Amendment of Nicholson Gateway Lease	LSU	Nicholson Gateway Project, LLC	Starbucks	Amendment to Lease of Retail Space
Ground Lease and Construction Agreement	LSU	LSU BoS	Baton Rouge Speech & Hearing Foundation	Ground Lease Agreement for construction of Parking Lot
Consent to Assignment	AgCenter	Camterra Resources	Elm Grove Holdings	Oil & Gas Lease
Determination of Acceptable University Purpose	LSU Health New Orleans	LSU Health Foundation of New Orleans		Purchase Agreement for Property at 2127 and 2133 Poydras St., New Orleans
Intent to Lease	LSU Health New Orleans	LSU Health New Orleans	LSU Health Foundation of New Orleans	Proposed Lease of OB-Gyn Building
Intent to Lease	LSU Health New Orleans	LSU Health New Orleans	LSU Real Estate & Facilities Foundation	Proposed Dental School Housing
Letter Agreement	LSU Health New Orleans	LSU Health New Orleans	Enwave Brookfield District Energy USA, LLC	Install 4" water line

**Report to LSU Board of
All Campuses Last 3 Years**

Property Leases

Updated October 5, 2020

2020-2021													
Campus	Lessor or Sublessor	Lessee or Sublessee	Location	Lease Purpose	BoS Appr.	Start	Lease Term	Sq. Ft.	Annual Rental	Dollars / SF	Terms left	Length	Approved by
AgCenter	Corpus Christi Church	AgCenter	2022 St. Bernard Ave., New Orleans	Option Term #4 for Cooperative Extension Service space	n/a	06/23/20	06/22/21	1,100	\$14,400.00	\$13.09	2	1-year	Interim Pres. Galligan
AgCenter	Town of Vidalia	AgCenter	Vidlia, LA	Option Term #1 for Lease of Space for Concordia Extension Service	n/a	06/14/20	06/30/21	1,393	\$10,000.00	\$7.18	4	1-year	Interim Pres. Galligan
HSCNO	LSU BoS	Audubon Retirement Village, Inc.	200 Henry Clay Avenue, New Orleans	Geriatric teaching-nursing facility to train physicians & allied health professionals to care for elderly & need of Louisiana	01/25/19	06/28/19	06/27/24		\$876,000.00		2	5-years	Pres. Alexander
HSCNO	HSCNO	Domingues Farm	Vermillion Parish	Agricultural Land	n/a	07/20/20	07/19/25	114 acres	\$13,075.30	n/a	1	5-years	Interim Pres. Galligan
2019-2020													
Campus	Lessor or Sublessor	Lessee or Sublessee	Location	Lease Purpose	BoS Appr.	Start	Lease Term	Sq. Ft.	Annual Rental	Dollars / SF	Terms left	Length	Approved by
LSU	LSU	Baton Rouge Speech & Hearing Foundation	Innovation Park	1st Amendment to Ground Lease for Construction of Parking Lot	n/a	01/23/18	05/29/42	73,183	\$9,056.42		2	20-year	Pres. Alexander
LSU	LSU	LSU Foundation	Nicholson Gateway	Lease for Office Space in Canal Hall	n/a	05/01/19	04/30/24	1,576	\$27,300.00	\$17.32	7	5-year	Pres. Alexander
AgCenter	Corpus Christi Church	AgCenter	2022 St. Bernard Ave., New Orleans	Amendment #2 & Option Term #3 for Cooperative Extension Service space	n/a	06/23/19	06/22/20	1,100	\$14,400.00	\$13.09	2	1-year	Pres. Alexander
AgCenter	NorthEast Educational Development Foundation	AgCenter	10284 Highway 17S, Oak Grove	Option Term #5 for Lease for Delta Rural Development Center	n/a	07/01/19	06/30/20	4,999	\$30,000.00	\$6.00	1	1-year	Pres. Alexander
AgCenter	AgCenter	Iris Solar	Southeast Research Station	1st Amendment to Ground Lease for Construction of Parking Lot	n/a								Pres. Alexander
AgCenter	NorthEast Educational Development Foundation	AgCenter	10284 Highway 17S, Oak Grove	Amendment #1 to Original Lease	n/a	07/01/19	06/30/20	4,999	\$37,000.00	\$7.50	1	1-year	Pres. Alexander
AgCenter	Town of Vidalia	AgCenter	Vidlia, LA	Option Term #1 for Lease of Space for Concordia Extension Service	n/a	06/14/19	06/30/20	1,393	\$10,000.00	\$7.18	4	1-year	Pres. Alexander
HCSO	HCSO	La. Primary Care Associates	Administrative Business Office, Airline Highway, Baton Rouge	Lease of Office Space	n/a	11/01/19	10/31/20	500	\$8,190.00	\$16.38	2	1-year	Pres. Alexander
HSCNO	HSCNO	Campus Federal Credit Union	A portion of 2nd floor of HSCNO Administration & Resource Center Building	Lease of space for banking services	n/a	07/01/19	06/30/24	786	\$25,152.00	\$32.00			Interim Pres. Galligan, Jr.
HSCNO	La. Cancer Research Center of LSU HSCNO & Tulane HSC	LSU Health New Orleans	1710 Tulane Avenue, New Orleans	Addendum to Lease	12/07/18	07/01/18	06/30/28	63,233	Proportionate share of Operating Expenses		2	10-year	Pres. Alexander

**Report to LSU Board of
All Campuses Last 3 Years**

Property Leases

Updated October 5, 2020

2018-2019													
Campus	Lessor or Sublessor	Lessee or Sublessee	Location	Lease Purpose	BoS Appr.	Start	Lease Term	Sq. Ft.	Annual Rental	Dollars / SF	Terms left	Length	Approved by
LSU A&M	LSU BoS	Delta Iota House Associate of Kappa Kappa Gamma Fraternity	Lot 5 Sorority Road	Construction of new House	04/26/19	05/31/19	02/28/64						Exec. VP Layzell
LSU A&M	LSU BoS	Electronic Arts	La.Digital Media Center	Amendment 1 extends terms	n/a	01/01/19	12/31/23	28,253	\$508,560.00	\$18.00			Exec. VP Layzell
LSU A&M	LSU BoS	Louisiana State Police	LSP Training Facility	Forensic Research	n/a	09/14/18	09/13/13	.65 acres			5	1-yr.	Exec. VP Layzell
LSU A&M	LSU BoS	LSU Foundation	Canal Hall in Nicholson Gateway	use as office space	n/a	02/01/19	01/31/24	4,576	\$27,300.00	\$17.32	7	5-yr.	Pres. Alexander
LSU A&M	LSU BoS	Tiger Athletic Foundation (TAF)	PMAC	Office & Storage Space	n/a	07/01/18	06/30/19	7,645	\$92,780.64	\$9.62	1	1-yr.	Pres. Alexander
AgCenter	Town of Vidalia	AgCenter	112 Front Street, Vidalia	Lease of Space for Concordia Parish Extension Services	n/a	06/14/18	06/13/19	1,393	\$10,000.00	\$833.33	4	1-year	Pres. Alexander
AgCenter	Town of Vidalia	AgCenter	112 Front Street, Vidalia	Option Term #1 to Lease of Space for Concordia Parish Extension Services	n/a	06/14/19	06/13/20	1,393	\$10,000.00	\$833.33	3	1-year	Pres. Alexander
HCSO	The Foundation for the LSU Health Sciences Center	HCSO	2000 Tulane Avenue, New Orleans	Accountable Care Office, Option Term #3	n/a	11/01/15	04/30/22	6,108	\$138,453.00	\$11,537.75	0		Pres. Alexander
HSCNO	HSCNO	LSU Healthcare Network	Dental School and Downtown Campuses	2nd & 3rd Amendments to Digital Signs lease	n/a	07/13/16	07/12/46				0		Pres. Alexander
HSCNO	HSCNO	LSU School of Med in NO Faculty Group Practice	Space in the Dental School Annex	Lease of spce for Ambulatory Surgery location	n/a	07/01/18	06/30/20	461	\$16,135.00	\$35.00	up to 4	1-yr.	Pres. Alexander
HSCNO	HSCNO	State of La. Dept. of Public Safety & Correction	2025 Gravier Street, New Orleans	Lease for use of office space		01/01/19	12/31/28	3,888	Lessee provides in-kind security services				Pres. Alexander
HSCNO	HSCNO	University Medical Center Management Corporation	S. Roman Street Garage	Lease for use of 207 parking spaces during construction of permanent parking	10/04/18	11/01/18	10/31/18		\$37,260.00		1 or more	1-yr.	Pres. Alexander
HSCNO	HSCNO	University Medical Center Management Corporation	S. Roman Street Garage	1st Amendment to Lease for use of 207 parking spaces during construction of permanent parking	n/a	11/01/18	10/31/18		\$37,260.00		1 or more	1-yr.	Pres. Alexander
HSCNO	HSCNO	University of Louisiana Monroe College of Pharmacy	2025 Gravier Street	Lease of office space	05/06/16	12/01/18	11/30/23	3,437	24 mos @ \$11,1129.29, 36 mos @ \$5,012.29	24 mos @ \$38.80, 36 mos @ \$17.50	5	1-yr.	Pres. Alexander
HSCNO	HSCNO	University of Louisiana Monroe College of Pharmacy	2025 Gravier Street	Amendment 1 changes total construction cost	05/06/16	12/01/18	11/30/23	3,437	24 mos @ \$11,978.84, 36 mos @ \$5,012.29	24 mos @ \$41.82, mos @ \$17.50	5	1-yr.	Pres. Alexander
HSCNO	HSCNO / Tulane Health Sciences Center (LCRC)	HSCNO	1710 Tulane Avenue, New Orleans	office & laboratory space	12/07/18	07/01/18	06/30/30	63,233	\$2,155,050.00			10-yr.	Pres. Alexander
HSCS	Willis-Knighton	HSCS	Willis-Knighton Medical Center	Department of Psychology Outpatient Adolescent Clinic, Option Term 7	n/a	10/01/10	09/30/19	2,856	\$8,400.00	\$2.94	0		Pres. Alexander
LSUE	Board of Supervisors	Bengal Village LLC (REFF)	Student Housing on Eunice Campus	2nd Amended and Restated Ground Lease		02/08/19	06/30/64	5.33 acres	\$1.00				Pres. Alexander
LSUE	LSUE	Keith Heinen	Agricultural Acreage	Agricultural Lease on LSUE land	n/a	02/01/19	01/31/22	83	\$1,660.00		2	1-yr.	Pres. Alexander

**Report to LSU Board of
All Campuses Last 3 Years**

Property Leases

Updated October 5, 2020

2017-2018														
Campus	Lessor or Sublessor	Lessee or Sublessee	Location	Lease Purpose	BoS Appr.	Start	Lease Term	Sq. Ft.	Annual Rental	Dollars / SF	Terms left	Length	Approved by	
LSU A&M	LA. Beta House Corp.	Congregation of Christ the King Church	Sublease of Fraternity House	Lease of empty Fraternity house to church group	n/a	03/05/18	08/31/19		\$20,400.00		4	18-mo.	Pres. Alexander	
LSU A&M	LSU Alumni Association	LSU for Risk Management	Alumni Center	Risk Management Office Space	n/a	04/01/18	03/31/21	<10,000	\$39,302.73		7	1-yr.		
LSU A&M	LSU BoS	Baton Rouge Speech & Hearing Foundation	Innovation Park	Amendment to revise terms of lease to include exercise option to Lease Tract A and to lease Tract B instead of Purchase Tract B	04/26/19	—	—	—	—	—	—	—	Pres. Alexander	
LSU A&M	LSU BoS	Baton Rouge Speech & Hearing Foundation	Innovation Park	Ground Lease of additional property to construct parking	n/a	01/23/18	05/29/42	35,683	\$3,528.00		2	20 years	Pres. Alexander	
LSU A&M	LSU BoS	LSU Foundation's Nicholson Gateway Project, LLC	Nicholson Gateway Building 500	Amendment 1 to Retail Sublease to add Rooftop Terrace to Retail Facilities		03/01/18		11,058		—	—	—	Pres. Alexander	
LSU A&M	LSU BoS	LSU Foundation's Nicholson Gateway Project, LLC	Nicholson Gateway	Retail Facilities Sublease Agreement		01/01/18							Pres. Alexander	
LSU A&M	LSU BoS	Tiger Athletic Foundation (TAF)	Tiger Stadium	Amend Lease for Demolition of South End Zone dorms		02/06/17	08/31/17	—	—	—	—	—	Pres. Alexander	
LSU A&M	LSU BoS	Tiger Athletic Foundation (TAF)	Bernie Moore Track Stadium	Remove & Replace existing surface	05/05/17	07/17/17	12/31/17		\$100.00	—	—	—	Pres. Alexander	
AgCenter	AgCenter	Julien R. Stevens	Rosepine Research Station	farming (renewal of lease)	06/03/11	01/01/18	01/01/19	624.6 acres	\$20,100.00	n/a	3	1-year	n/a	
AgCenter	Corpus Christi Church	AgCenter	2022 St. Bernard Ave., New Orleans	Option Term #2 for Cooperative Extension Service space	n/a	06/23/18	06/22/19	1,100	\$14,400.00	\$13.09	1	1-year	Pres. Alexander	
AgCenter	Northeast Educational Development Foundation	AgCenter	10284 Highway 17S, Oak Grove	Option Term #4 for Lease for Delta Rural Development Center	n/a	07/01/18	06/30/19	4,999	\$30,000.00	\$6.00	1	1-year	Pres. Alexander	
HSCNO	LSU Health New Orleans	LSU Healthcare Network	Gravier Street, New Orleans	Amendment to provide additional services & additional rental at the UMOB	03/24/17	04/19/18		11,411		for details see Facility & Property Oversight	—	—	—	Pres. Alexander
HSCNO	University Medical Center Management Corp.	LSU BoS for HSCNO	2000 Canal Street, New Orleans	Lease of Space for Primary Care Clinic	n/a	04/24/18	04/23/19	257	\$46,380.00				Pres. Alexander	
HSCS	Willis-Knighton Medical Center	HSCS	820 Jordan Street, Ste. 104, Shreveport	Option Term #5 for Outpatient Adolescent Clinic Lease	n/a	10/01/10	09/30/18	2,856	\$8,400.00	\$2.94	2	1-yr.	Pres. Alexander	
HSCS	Willis-Knighton Medical Center	HSCS	820 Jordan Street, Ste. 104, Shreveport	Option Term #6 for Outpatient Adolescent Clinic Lease	n/a	10/01/10	09/30/19	2,856	\$8,400.00	\$2.94	1	1-yr.	Pres. Alexander	
HSCS	Willis-Knighton Medical Center	HSCS Cardiothoracic Specialty Clinic	2751 Bicknell Drive, Shreveport	Mutual Agreement to Terminate lease- clinic relocated to State facility		07/01/11	11/30/17	—	—	—	—	—	Pres. Alexander	

**Report to LSU Board of Supervisors:
All Campuses Last 3 Years**

Schematic Design

Updated October 5, 2020

2020-2021				
Campus	Project	Architect	Approved by	Approval Date
HCS D	University Medical Center Management Corporation's 2nd Parking Garage	Duplantis Design Group	LSU Board of Supervisors	05/22/20
LSU HSCS	Center for Medical Education and Wellness	Coleman Partners Architects/Perkins + Will, AJV	LSU Board of Supervisors	09/16/20
2019-2020				
Campus	Project	Architect	Approved by	Approval Date
LSU	Emerge Center at Innovation Park	Coleman Partners Architects, LLC	LSU Board of Supervisors	04/26/19
2018-2019				
Campus	Project	Architect	Approved by	Approval Date
LSU A&M	New Kappa Kappa Gamma Sorority House	Fusch Architects, Inc.	LSU Board of Supervisors	09/07/18
	Stephenson Veterinary Hospital	Tipton Associates	LSU Board of Supervisors	10/04/18
	Phi Kappa Psi Fraternity House	Coleman Partners Architects, LLC	LSU Board of Supervisors	11/02/18

**Report to LSU Board of Supervisors:
All Campuses Last 3 Years**

Servitudes

Updated October 5, 2020

2020-2021								
Campus/Lessor	Lessee	Servitude or Right-of-Way Location	Acreage	Payment	Length of Term	Type of Document	Approved by	Approval Date
n/a								
2019-2020								
Campus/Lessor	Lessee	Servitude or Right-of-Way Location	Acreage	Payment	Length of Term	Type of Document	Approved by	Approval Date
AgCenter/LSU	ExxonMobil Pipeline	East Baton Rouge & Iberville Parishes		\$1,316,916.00	In perpetuity	Right of Way	Pres. Alexander	10/24/19
AgCenter	GEP Haynesville	Red River Research Station		n/a	In perpetuity	Right of Way	Int. Pres. Galligan	1/15/20
AgCenter/LSU	Entergy Louisiana, LLC	Right of Way at Burden for gas main & lateral lines at Burden		n/a	In perpetuity	Right of Way	Pres. Alexander	12/11/2019
AgCenter	Mack Energy	Ben Hur Research Station		n/a	In perpetuity	Drill Site Surface Agreement	Pres. Alexander	12/19/2019
2018-2019								
Campus/Lessor	Lessee	Servitude or Right-of-Way Location	Acreage	Payment	Length of Term	Type of Document	Approved by	Approval Date
AgCenter	Corps of Engineers	Right-of-entry for Flood Control		\$0.00	2 years	Statutory Notification of the Grant	5th La. Levee District & 5th La. Levee Bd.	10/1/18
LSU A&M	Entergy	S54-T7S-R1W East Bat Rouge Parish (Nicholson Gateway area)	unspecified		Permanent	Right-of-Way	Pres. Alexander	6/27/2018
2017-2018								
Campus/Lessor	Lessee	Servitude or Right-of-Way Location	Acreage	Payment	Length of Term	Type of Document	Approved by	Approval Date
AgCenter	ExxonMobil Pipeline	Ben Hur Research Station				Survey Permit	Pres. Alexander	6/4/18
AgCenter	Franklin Parish Police Jury	at LSUE Campus near LA Hwy 755, Eunice	4.64 acres		Temporary Construction	Servitude	Pres. Alexander	10/2/2017
HSCNO	Entergy New Orleans, Inc.	2021 Perdido Street, New Orleans			Permanent	Right-of-Way	Chancellor Hollier	4/29/2018
HSCNO	Entergy New Orleans, Inc.	2025 Gravier Street, New Orleans			Permanent	Right-of-Way	Chancellor Hollier	4/29/2018
HSCS	City of Shreveport	1414 Claiborne Ave., Shreveport		\$300.00	Temporary Construction	Servitude	Pres. Alexander	6/4/2018
HSCS	City of Shreveport	6670 St. Vincent Avenue, Shreveport		\$500.00	Permanent	Utility Servitude	Pres. Alexander	5/9/2017

Report to LSU Board of Supervisors: Timber Sales
All Campuses Last 3 Years

Updated October 5, 2020

2020-2021								
Campus	Location	Parish	Buyer	Acreage	Payment	Designated Timber to be Removed:	Approved by	Approval Date
AgCenter	Lee Memorial Forest	Washington	Request for Timber Sale only	168	approximately \$56,990	Pine saw timber, pine pulpwood, hardwood saw timber, and hardwood pupl components	AVP Martin	9/16/2020
2019-2020								
Campus	Location	Parish	Buyer	Acreage	Payment	Designated Timber to be Removed:	Approved by	Approval Date
AgCenter	Jones Idlewild Research Station	E. Feliciana	Request for Timber Sale only	45	approximately \$120,000	Pine logs, red oak logs, misc. logs & hardwood pulp.	AVP Martin	8/30/2019
AgCenter	Hill Farm Research Station		Request for Timber Sale only	27.3	approximately \$78,000	Pine saw timber and pine pulpwood	AVP Martin	8/1/2019
2018-2019								
Campus	Location	Parish	Buyer	Acreage	Payment	Designated Timber to be Removed:	Approved by	Approval Date
AgCenter	Jones Idlewild Research Station	E. Feliciana	Good Hope, Inc.		\$ 138,950	17-acre clear cut, 14-acre clear cut and 22-acre site. All pine sawtimber along with hardwood sawtimer, chip & saw, and pulpwood will be removed.	Pres. Alexander	11/6/2018
2017-2018								
Campus	Location	Parish	Buyer	Acreage	Payment	Designated Timber to be Removed:	Approved by	Approval Date
n/a								

**Report to LSU Board of Supervisors:
All Campuses Last 3 Years**

Transfers of Title to Immovable Property

Updated October 5, 2020

2020-2021						
Campus	Transfer Description	Value	State ID	Site Code	Approved by	Transfer Date
HSCNO	Purchase of Property at 508-510 S. Galvez St., New Orleans	\$240,000	n/a	n/a	Interim Pres. Gallig	08/28/20
2019-2020						
Campus	Transfer Description	Value	State ID	Site Code	Approved by	Transfer Date
LSU A&M	Act of Donation by Burden Foundation to LSU Rural Life of 1 acre	\$525,000			Pres. Alexander	12/19/19
LSU A&M	Act of Donation by Laurel Hill LLC of West Feliciana Property	\$335,000			Int. Pres. Galligan	05/22/20
LSU A&M	Act of Donation by TAF of Alex Box Champions Plaza	\$874,014			Int. Pres. Galligan	01/22/20
LSU A&M	Act of Donation by TAF of Alex Box Practice Facility Pitching Center	\$163,788			Int. Pres. Galligan	01/22/20
LSU A&M	Act of Donation by TAF of Football Operations Renovations and Expansion Phase II	\$31,750,344			Int. Pres. Galligan	01/22/20
LSU A&M	Act of Donation by TAF of Golf Practice Facility Hitting Bay Improvements	\$39,538			Int. Pres. Galligan	01/22/20
LSU A&M	Act of Donation by TAF of Tennis Complex Resurfacing of Courts	\$178,187			Int. Pres. Galligan	01/22/20
LSU A&M	Act of Donation by TAF of Tiger Stadium East Bowl Improvements	\$1,770,741			Pres. Alexander	08/28/19
LSU A&M	Act of Donation by TAF of Tiger Stadium North Bowl Improvements	\$1,393,251			Pres. Alexander	08/28/19
LSU A&M	Act of Donation by TAF of Tiger Stadium North End Zone Joint Repairs	\$350,000			Pres. Alexander	08/28/19
LSU A&M	Act of Donation by TAF of Tiger Stadium Restroom Renovation Phase II	\$2,354,042			Pres. Alexander	08/28/19
LSU A&M	Act of Donation by TAF of Tiger Stadium South Plaza Bowl Recognition	\$927,034			Int. Pres. Galligan	01/22/20
LSU A&M	Act of Donation by TAF of Tiger Stadium West Bowl Improvements	\$1,798,191			Pres. Alexander	08/28/19
LSU A&M	Purchase from Denovo Properties LLC the west 1/2 of lot 56, and all of lots 58 & 60, West Roosevelt Street in Square 100 S. Baton Rouge Subdivision	\$25,000			Pres. Alexander	08/09/19
HSCNO	Act of Donation by the Louisiana State University School of Medicine in New Orleans Faculty Group Practice (Network) of the construction completed jointly of an entrance canopy at the UMOB. jointly completed with HSCNO at the UMOB. Each paid 50% of cost of improvements. This donation is the donation of all of Network's interest, right and title in the improvements	approximately \$130,234			Pres. Alexander	10/24/19
LSUS	Act of Donation by the National Society of the Colonial Dames of America in the State of Louisiana to LSUS Realty, LLC (sole member of the LSU in Shreveport Foundation) of the Spring Street Museum in Shreveport ¹	see footnote			Pres. Alexander	10/04/19
HSCNO	CEA transferring Hainkel Home in New Orleans, property including land, physical plant and equipment to LSU	n/a			Pres. Alexander	10/29/19
¹ Building appraised at \$145,000, contents valued at \$100,000, sole beneficiary of the Helen Mann Memorial Fund Committee, Inc. valued as of 3/31/19 \$1,104,794						

**Report to LSU Board of Supervisors:
All Campuses Last 3 Years**

Transfers of Title to Immovable Property

Updated October 5, 2020

2018-2019						
Campus	Transfer Description	Value	State ID	Site Code	Approved by	Transfer Date
LSU A&M	Act of Donation by Recital Hall LLC (REFF) of Virginia Martin Howard Board Room	\$116,918			Pres. Alexander	06/27/19
LSU A&M	Act of Donation by SLA, LLC (REFF) of the Renovations & Improvements to office areas & commons space School of Landscape Architect	\$529,199			Pres. Alexander	06/27/19
LSU A&M	Act of Donation by TAF of Alex Box Batting Cage Renovations & Additions	\$3,722,871			Pres. Alexander	06/27/19
LSU A&M	Act of Donation by TAF of Beech Volleyball Waterproofing Repairs	\$198,663			Pres. Alexander	06/27/19
LSU A&M	Act of Donation by TAF of Bernie Moore Track Resurfacing	\$1,303,713			Pres. Alexander	06/27/19
LSU A&M	Act of Donation by TAF of Martin J. Broussard Hydrotherapy Pool Replacement and Renovation Project	\$916,777			Pres. Alexander	06/27/19
LSU A&M	Act of Donation by TAF of Tiger Stadium Concessions and Replacement Improvements	\$646,462			Pres. Alexander	06/27/19
LSU A&M	Act of Donation by the LSU Foundation of a life-sized Bengal tiger sculpture outside the Admissions & Recruiting Center at Pleasant Hall	\$106,627			Pres. Alexander	05/14/19
LSU A&M	Act of Donation by the LSU Property Foundation and Acceptance by LSU of design development services for restoration & renovation to the LSU Memorial Tower and adjacent plazas	\$568,725			Pres. Alexander	10/12/18
LSU A&M	Act of Donation for the Improvements constructed to the existing office space of the University Lab School's administration offices	\$123,218			Pres. Alexander	10/02/18
LSU A&M	Act of Donation of Dr. Billy Cannon Statue Installation and Plaza	\$268,296			Pres. Alexander	12/04/18
LSU A&M	Act of Donation of Natatorium Lighting by Tiger Athletic Foundation to LSU	\$312,444			Pres. Alexander	12/17/18
LSU A&M	Property Exchange between LSU & Louisiana National Guard	Equivalent value			Pres. Alexander	11/20/18
LSU A&M	Purchase of 604 West Roosevelt Property	\$155,708			Pres. Alexander	09/11/18
AgCenter	Act of Donation by LSU Property Foundation to AgCenter of Grant Parish Property	\$63,300			Pres. Alexander	12/12/18
HSCNO	Act of Donation by LSU Health Foundation and Acceptance of Property at 526 S. Roman St., New Orleans	\$187,000			Pres. Alexander	02/01/18
HSCNO	Act of Donation by Mariner's Village Properties LLC & Mariner's Village Marina, LLC				Pres. Alexander	12/20/18
HSCNO	Purchase of 4 Properties on South Galvez, 424-426, 428-430, 432-434, and 436-438	\$1,054,962			Pres. Alexander	12/17/18
HSCNO	Purchase of property at 508-510 S. Galvez St., New Orleans from Michael J. Clark	\$240,000			Pres. Alexander	03/11/19
LSUE	Transfer Student Housing from the Eunice Student Housing Founding, Inc. to the LSU Real Estate and Facilities Foundation	\$6,597,555			Pres. Alexander	02/08/19

**Report to LSU Board of Supervisors:
All Campuses Last 3 Years**

Transfers of Title to Immovable Property

Updated October 5, 2020

2017-2018						
Campus	Transfer Description	Value	State ID	Site Code	Approved by	Transfer Date
LSU A&M	Act of Donation Band Hall Renovations Project	\$66,051		2-17-014	Pres. Alexander	02/09/18
LSU A&M	Act of Donation Game Day Parking Improvements in Levee Lot A (for 96 RV's)	\$367,167		2-17-014	Pres. Alexander	02/09/18
LSU A&M	Act of Donation Game Day Parking Improvements Levee Lot B (for 149 RV's)	\$574,791		2-17-014	Pres. Alexander	02/09/18
LSU A&M	Act of Donation Game Day Parking Improvements Project B (for 636 cars)	\$1,044,678		2-17-014	Pres. Alexander	02/09/18
LSU A&M	Act of Donation Game Day Parking Improvements Project C (for 1,118 cars)	\$261,169		2-17-014	Pres. Alexander	02/09/18
LSU A&M	Act of Donation Multi-Facility Technology Improvements Project B	\$578,294		2-17-014	Pres. Alexander	02/09/18
LSU A&M	Act of Donation of Capital Improvements to Mike the Tigers Habitat	\$1,190,717		2-17-014	Pres. Alexander	02/09/18
LSU A&M	Act of Donation of Football Indoor Field Lighting Improvements and Termination of License Agreement for Use of Facilities and Premises	\$295,000		2-17-014	Pres. Alexander	09/20/17
LSU A&M	Act of Donation of Football Indoor Practice Facility Synthetic Turf Replacement and Termination of License Agreement for Use of Facilities & Premises	\$550,934		2-17-014	Pres. Alexander	09/20/17
LSU A&M	Act of Donation of Pleasant Hall Grand Lawn Improvements from the Admissions and Recruiting Center, LLC.	\$181,768		2-17-014	Pres. Alexander	10/26/17
LSU A&M	Act of Donation of PMAC Renovations and Improvements to Restroom Facilities and Termination of License for Use of Facilities and Premises	\$332,769		2-17-014	Pres. Alexander	09/20/17
LSU A&M	Act of Donation of Tiger Stadium for Capital Improvement-South End Zone: demolition of South End Zone Dormitory & related mechanical, electrical & plumbing work.	\$2,425,782		2-17-014	Pres. Alexander	02/09/18
LSU A&M	Act of Donation PMAC LED Lighting Project	\$389,065		2-17-014	Pres. Alexander	02/09/18
LSU A&M	Exchange of Property with New Schools for Baton Rouge- LSU transfers approximately 10 acres located at GSRI to NSBR in exchange for State Street Property				Pres. Alexander	09/20/17
AgCenter	Cash Sale between Division of Administration, Facility Planning and Control, LSU AgCenter and Tensas Parish Police Jury of AgCenter's 61 acres in Tensas Parish	\$207,400			Pres. Alexander	12/13/17
HSCNO	Purchase of property at 429 S. Johnson St., New Orleans from 435 S. Johnson St. LLC	\$520,000			Pres. Alexander	06/04/18
HSCNO	Act of Donation by the LSU Health Foundation of Property at 526 S. Roman Street, New Orleans	\$187,000			Pres. Alexander	02/15/18
HSCNO	Purchase of Property at 2129-2131 Gravier Street, First District, New Orleans	\$445,000			Pres. Alexander	12/19/17
HSCNO	Purchase of Property at 429 S. Roman Street, New Orleans	\$520,000			Pres. Alexander	06/04/18