



## JOINT LEGISLATIVE COMMITTEE ON THE BUDGET

STATE CAPITOL

P.O. BOX 44294, CAPITOL STATION

BATON ROUGE, LOUISIANA 70804

(225) 342-1964

REPRESENTATIVE JACK MCFARLAND  
CHAIR

SENATOR GLEN WOMACK  
VICE-CHAIR

### REVISED AGENDA

Thursday, March 19, 2026

9:00 a.m.

House Committee Room 6

**Committee Room Change  
Added Agenda Item #9**

#### I. CALL TO ORDER

#### II. ROLL CALL

#### III. BUSINESS

1. Fiscal Status Statement and Five-Year Base-Line Budget
2. BA-7 Agenda
3. Facility Planning and Control Agenda
4. Interpretation of legislative intent for appropriations contained in Acts 1 and 461 of the 2025 Regular Session of the Legislature, in accordance with the provisions of R.S. 24:653(E)
5. Review and approval of amendments to contracts between the Department of Culture, Recreation and Tourism and the following entities, in accordance with the provisions of R.S. 39:1615(J)
  - A. Zehnder Communications, Inc.
  - B. Birdsall, Voss & Associates, Inc.
  - C. Miles Partnership, LLLP
  - D. Roux Advertising, Inc.
6. Review and approval of an amendment to the contract between the Department of Environmental Quality and RTI International, in accordance with the provisions of R.S. 39:1615(J)
7. Review and approval of an amendment to the contract between the state's office of risk management and Sedgwick Claims Management Service, Inc., in accordance with the provisions of R.S. 39:1615(J)
8. Review of an agreement between the Board of Supervisors for the University of Louisiana System, on behalf of Louisiana Tech University, and Innovative Student Facilities, Inc., in accordance with R.S. 39:366.11.
9. **Review of an extension of a contract between University of Louisiana at Lafayette and Ellucian Company, L.P., in accordance with the provisions of R.S. 39:1615(J) - Added Agenda Item**

#### IV. CONSIDERATION OF ANY OTHER BUSINESS THAT MAY COME BEFORE THE COMMITTEE

#### V. ADJOURNMENT

Any interested person or any committee member may file with the committee a prepared statement concerning a specific instrument or matter under consideration by the committee or concerning any matter within the committee's scope of authority, and the committee records shall reflect receipt of such statement and the date and time thereof.

**NOTE: Statements may be filed with the Joint Legislative Committee on the Budget via email at [fosterj@legis.la.gov](mailto:fosterj@legis.la.gov). Statements submitted, and the information contained therein, are public records and subject to disclosure pursuant to public records laws.**

Audio/visual presentations, such as PowerPoint, shall be filed with the Joint Legislative Committee on the Budget via email at [fosterj@legis.la.gov](mailto:fosterj@legis.la.gov) at least 24 hours prior to the scheduled start of the committee meeting. No flash or thumb drives will be accepted.

JACK MCFARLAND, CHAIR

PLEASE SUBMIT A WITNESS CARD TO THE COMMITTEE ADMINISTRATIVE ASSISTANT BEFORE THE MEETING BEGINS IF YOU WANT TO TESTIFY BEFORE THE COMMITTEE.

# Agenda Item No. 1

Fiscal Status Statement

&

Five-Year Base-Line

Budget

**STATE OF LOUISIANA**  
**State General Fund Fiscal Status Statement**  
**Fiscal Year 2025-2026**  
**(\$ in millions)**

**MARCH 2026**

	<u>FEBRUARY 2026</u>	<u>MARCH 2026</u>	<u>MARCH 2026 Over/(Under) FEBRUARY 2026</u>
<b><u>GENERAL FUND REVENUE</u></b>			
Revenue Estimating Conference - December 11, 2025	\$12,507.400	\$12,507.400	\$0.000
FY 24-25 Revenue Carried Forward into FY 25-26	\$453.548	\$453.548	\$0.000
<b>Total Available General Fund Revenue</b>	<b>\$12,960.948</b>	<b>\$12,960.948</b>	<b>\$0.000</b>
<b><u>APPROPRIATIONS AND REQUIREMENTS</u></b>			
<b>Non-Appropriated Constitutional Requirements</b>			
Debt Service	\$449.573	\$449.573	\$0.000
Interim Emergency Board	\$1.323	\$1.323	\$0.000
Revenue Sharing	\$90.000	\$90.000	\$0.000
<b>Total Non-Appropriated Constitutional Requirements</b>	<b>\$540.896</b>	<b>\$540.896</b>	<b>\$0.000</b>
<b>Appropriations</b>			
General (Act 1 of 2025 RS)	\$11,843.563	\$11,843.563	\$0.000
Ancillary (Act 459 of 2025 RS)	\$0.000	\$0.000	\$0.000
Judicial (Act 390 of 2025 RS)	\$187.856	\$187.856	\$0.000
Legislative (Act 460 of 2025 RS)	\$94.514	\$94.514	\$0.000
Capital Outlay (Act 2 of 2025 RS)	\$0.000	\$0.000	\$0.000
<b>Total Appropriations</b>	<b>\$12,125.932</b>	<b>\$12,125.932</b>	<b>\$0.000</b>
<b>Other Requirements</b>			
Funds Bill (Act 365 of 2025 RS)	\$1.530	\$1.530	\$0.000
<b>Total Other Requirements</b>	<b>\$1.530</b>	<b>\$1.530</b>	<b>\$0.000</b>
<b>Total Appropriations and Requirements</b>	<b>\$12,668.358</b>	<b>\$12,668.358</b>	<b>\$0.000</b>
<b>General Fund Revenue Less Appropriations and Requirements</b>	<b>\$292.590</b>	<b>\$292.590</b>	<b>\$0.000</b>

## II. FY 2024-2025 Fiscal Status Summary:

In accordance with Act 1092 of the 2001 Regular Session and Act 107 of the 2002 First Extraordinary Session (R.S. 39:75), the first budget status report presented after October 15th shall reflect the fund balance for the previous fiscal year. "At the first meeting of the Joint Legislative Committee on the Budget after publication of the Comprehensive Annual Financial Report for the state of Louisiana, the commissioner of administration shall certify to the committee the actual expenditures paid by warrant or transfer and the actual monies received and any monies or balances carried forward for any fund at the close of the previous fiscal year which shall be reflected in the budget status report."

### FY25 GENERAL FUND DIRECT SURPLUS/(DEFICIT) - ESTIMATED (millions)

<b>FY24 Surplus/(Deficit)</b>		<b>595.088</b>
<b>FY25 General Fund - Direct Revenues:</b>		
Actual General Fund Revenues	13,597.732	
General Fund - Direct Carryforwards to FY24	426.327	
Other Transfers	0.077	
Balances from prior year surpluses	4.382	
<b>Total FY25 General Fund - Direct Revenues</b>		<b>14,028.519</b>
<b>FY25 General Fund - Direct Appropriations &amp; Requirements:</b>		
Draws of General Fund - Direct Appropriations	(11,446.658)	
General Obligation Debt Service	(448.607)	
Transfer to Revenue Sharing Fund (Z06) - Constitution 7:26	(90.000)	
Transfers Out to Various Funds for 20-XXX	(80.845)	
Transfer to Coastal Protection and Restoration Fund (Z12) - Constitution 7:10.2 and R.S. 49:214.5.4	(12.840)	
Transfers to Various Funds per Various Legislative Acts	(53.988)	
Transfer to Revenue Stabilization Fund (Z25) - Constitution 7:10.15. (D) and 7:10.16. (B)(2)	(851.899)	
Use of FY24 Surplus	(594.161)	
Net transfer to LDR for 1% FSGR MOF	(68.546)	
Transfer to Capital Outlay Savings Fund (V42) - R.S. 39.100.121	(5.309)	
<b>Total FY25 General Fund - Direct Appropriations &amp; Requirements</b>		<b>(13,652.853)</b>
<b>Adjusted General Fund Direct Cash Balance (FY25)</b>		<b>970.754</b>
<b>Obligations Against the General Fund Direct Cash Balance:</b>		
General Fund - Direct Carryforwards to FY26	(453.548)	
<b>FY25 transactions processed in FY26:</b>		
Transfer from Remote Sellers - June 2025 taxes collected by remote sellers in July and distributed to LDR in	32.370	
Transfer from Mineral and Energy Operation Fund (N07) - RS 30:136.3	2.500	
Transfer from Telephone Company Property Assessment Relief Fund (RV9) - RS 47:6014(E)(2)	9.580	
Transfer from LDR - FY25 Individual Income Taxes collected in July	17.616	
Transfer to Video Draw Poker Device Purse Supplement Subfund (G05) (Act 378 of 2025 RLS)	(2.199)	
<b>Total Adjustments</b>		<b>(393.680)</b>
<b>Net General Fund Direct Surplus/(Deficit)</b>		<b>577.074</b>
<b>Certification in accordance with R.S. 39:75A(3)(a)</b>		<b>\$577,073,871</b>

## III. Current Year Items Requiring Action

## IV. Horizon Issues Not Contained in 5-Year Plan

The Hurricane and Storm Damage Risk Reduction System (HSDRRS) Projects were completed May 2022. At that time, the State's share of the total cost was \$1.19 billion, and in addition, the State faced accrued construction interest in excess of \$600 million. Federal legislation passed in December 2020 and December 2022, provides an option to forgive the accrued construction interest if the State makes specified required payments by September 30, 2021 and by September 30, 2023, which was achieved through payments totaling \$800 million and approved crediting of other projects totaling \$110 million.

The State must pay the remaining principal by June 1, 2032. According to the U.S. Army Corps of Engineers, as of September 27, 2023, the State's remaining share of the total costs of the HSDRRS is \$239 million. However, additional crediting is under review by the Corp, which will further reduce the remaining amount owed.

**STATE OF LOUISIANA**  
**Five Year Baseline Projection - Summary**  
**Continuation**

	Official Current Fiscal Year 2025-2026	Ensuing Fiscal Year 2026-2027	Projected Fiscal Year 2027-2028	Projected Fiscal Year 2028-2029	Projected Fiscal Year 2029-2030
<b>REVENUES:</b>					
Taxes, Licenses & Fees	\$16,031,700,000	\$16,013,700,000	\$16,030,700,000	\$16,108,300,000	\$16,051,800,000
Less Dedications	(\$3,524,300,000)	(\$3,397,200,000)	(\$3,674,800,000)	(\$3,687,800,000)	(\$3,697,600,000)
<b>TOTAL REC REVENUES</b>	<b>\$12,507,400,000</b>	<b>\$12,616,600,000</b>	<b>\$12,355,900,000</b>	<b>\$12,420,400,000</b>	<b>\$12,354,300,000</b>
<b>ANNUAL REC GROWTH RATE</b>		<b>0.87%</b>	<b>-2.07%</b>	<b>0.52%</b>	<b>-0.53%</b>
<b>Other Revenues:</b>					
Carry Forward Balances	\$453,547,880	\$0	\$0	\$0	\$0
<b>Total Other Revenue</b>	<b>\$453,547,880</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL REVENUES</b>	<b>\$12,960,947,880</b>	<b>\$12,616,600,000</b>	<b>\$12,355,900,000</b>	<b>\$12,420,400,000</b>	<b>\$12,354,300,000</b>
<b>EXPENDITURES:</b>					
General Appropriation Bill (Act 1 of 2025 RS)	\$11,390,014,685	\$11,645,132,240	\$11,866,325,270	\$12,184,719,284	\$12,478,302,876
Ancillary Appropriation Bill (Act 459 of 2025 RS)	\$0	\$0	\$5,663,502	\$11,525,226	\$17,592,111
Non-Appropriated Requirements	\$540,895,863	\$533,084,750	\$526,292,533	\$551,644,340	\$546,075,911
Judicial Appropriation Bill (Act 390 of 2025 RS)	\$187,855,555	\$187,855,555	\$187,855,555	\$187,855,555	\$187,855,555
Legislative Appropriation Bill (Act 460 of 2025 RS)	\$94,514,289	\$94,514,289	\$94,514,289	\$94,514,289	\$94,514,289
Special Acts	\$0	\$0	\$4,426,772	\$4,426,772	\$7,726,772
Capital Outlay Bill (Act 2 of 2025 RS)	\$0	\$0	\$0	\$0	\$0
<b>TOTAL ADJUSTED EXPENDITURES (less carryforwards)</b>	<b>\$12,213,280,392</b>	<b>\$12,460,586,834</b>	<b>\$12,685,077,921</b>	<b>\$13,034,685,466</b>	<b>\$13,332,067,514</b>
<b>ANNUAL ADJUSTED GROWTH RATE</b>		<b>2.02%</b>	<b>1.80%</b>	<b>2.76%</b>	<b>2.28%</b>
<b>Other Expenditures:</b>					
Carryforward BA-7 Expenditures	\$453,547,880	\$0	\$0	\$0	\$0
Funds Bill (Act 365 of 2025 RS)	\$1,530,000	\$0	\$0	\$0	\$0
<b>Total Other Expenditures</b>	<b>\$455,077,880</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL EXPENDITURES</b>	<b>\$12,668,358,272</b>	<b>\$12,460,586,834</b>	<b>\$12,685,077,921</b>	<b>\$13,034,685,466</b>	<b>\$13,332,067,514</b>
<b>PROJECTED BALANCE</b>	<b>\$292,589,608</b>	<b>\$156,013,166</b>	<b>(\$329,177,921)</b>	<b>(\$614,285,466)</b>	<b>(\$977,767,514)</b>
Oil Prices included in the REC forecast	\$59.76	\$59.95	\$60.31	\$63.34	\$63.94

# Agenda Item No. 2

## BA-7 Agenda

**JOINT LEGISLATIVE COMMITTEE ON THE BUDGET**

**BA-7 AGENDA**

**March 2026 - REVISED**

Revised  
R3 OREQ Added

**A. Fiscal Status Statement**

**B. 5-Year Base Line Projection**

**C. Regular BA-7s**

- |   |      |   |
|---|------|---|
| 1 | CRT  | Department of Culture, Recreation and Tourism<br>(06-265) Office of Cultural Development              |
| 2 | LDH  | Louisiana Department of Health<br>(09-307) Office of the Secretary                                    |
| 3 | OREQ | Other Requirements<br>(20-931) Louisiana Economic Development - Debt<br>Service and State Commitments |



Alan M. Boxberger  
Legislative Fiscal Officer

**STATE OF LOUISIANA**  
Legislative Fiscal Office  
BATON ROUGE

Post Office Box 44097  
Baton Rouge, Louisiana 70804  
Phone: 225.342.7233

To: The Honorable Jack McFarland, Chairman  
Joint Legislative Committee on the Budget  
The Honorable Members of the Joint Legislative Committee on the Budget

From: Alan Boxberger, Legislative Fiscal Officer *AAB*  
Patrice Thomas, Deputy Fiscal Officer *PT*

Date: March 13, 2026

Subject: Joint Legislative Committee on the Budget  
Meeting March 19, 2026

Attached are the revised Legislative Fiscal Office BA-7 (Budget Adjustment) write-ups for the March 19th meeting of the Joint Legislative Committee on the Budget. The only change is the addition of BA-7 Agenda Item #3 for Louisiana Economic Development.

The LFO recommends approval of all BA-7's.

Please contact me if you have questions or need additional information.

**LEGISLATIVE FISCAL OFFICE  
ANALYSIS OF BA-7 REQUEST**

**DEPARTMENT:** Culture, Recreation & Tourism

**AGENDA NO.:** 1

**AGENCY:** Cultural Development

**ANALYST:** Richie Anderson

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T. O.</u>
State General Fund:	\$0	Cultural Development	\$613,413	0
Interagency Transfers:	\$0	Arts	\$0	0
Self-Generated Revenue:	\$500,000	Administrative	\$0	0
Statutory Dedications:	\$0			
Federal Funds:	\$113,413			
<b>Total</b>	<b><u>\$613,413</u></b>	<b>Total</b>	<b><u>\$613,413</u></b>	<b><u>0</u></b>

**I. SUMMARY/COMMENTS**

The purpose of this BA-7 request is to increase \$613,413 budget authority (\$500,000 SGR and \$113,413 Federal Funds) in the Office of Cultural Development. The source of the SGR is application fees charged on each rehabilitation project submitted through the Commercial Rehabilitation Tax Credit (CRTC) program for historic building preservation. The source of Federal funding is the Promotion of the Arts Partnership grant through the National Endowment for the Arts.

**Commercial Rehabilitation Tax Credit (CRTC) - \$500,000 SGR**

The Commercial Rehabilitation Tax Credit (CRTC) program was created in 2002 to encourage the redevelopment of income-producing historic buildings and National Register-listed buildings. Tax credit applications are filed year-round for rehab projects of historic buildings. The application fees are based on the size and total cost of each project. There has been an increase in application filings for the CRTC program. Based on average monthly fee collections from tax credit applications, the OCD estimates \$374,887 in collections for the remainder of FY 26. Additionally, OCD has outstanding invoices of \$172,775; therefore, the total amount of \$547,662 SGR revenue is estimated in FY 26. Currently, OCD has \$47,662 in SGR budget authority for CRTC application fee revenue. If this BA-7 is approved, it will provide OCD with an additional \$500,000 in SGR budget authority to align with the estimated revenue generated. See the table below for the SGR authority breakdown.

**Commercial Rehabilitation Tax Credit (CRTC) Program  
Self-Generated (SGR) Budget Authority**

Outstanding Invoices	\$172,775
Estimated FY 26 collections	<u>\$374,887</u>
<b>Total CRTC Revenue</b>	<b><u>\$547,662</u></b>
Existing SGR Budget Authority	<u>(\$47,662)</u>
<b>SGR Authority, BA-7 Approved</b>	<b><u>\$500,000</u></b>

The SGR increase of \$500,000 will be used in the other charges expenditure category for additional grant program support, two Chevrolet Tahoes, processing fees, additional match for federal grants, and miscellaneous travel for projects. A breakdown of BA-7 expenditures is as follows:

<b>Other Charges Expenditures</b>	<b>Amount</b>
Main Street Grant	\$175,000
Two Chevrolet Tahoes	\$114,600
Redevelopment Incentive Grant	\$100,000
Submittable Grant Repository Service	\$47,500
Credit Card & Merchant Fees	\$32,500
Additional Match for Federal Grants	\$25,000
Miscellaneous Travel	<u>\$5,400</u>
<b>Total</b>	<b><u>\$500,000</u></b>

**LEGISLATIVE FISCAL OFFICE  
ANALYSIS OF BA-7 REQUEST**

**National Endowment for the Arts Grant - \$113,413 Federal Funds**

The Promotion of the Arts Partnership grant was awarded on 6/18/24 from the National Endowment for the Arts. The expiration date for this grant moved from 6/30/25 to 6/30/26 and requires no state match. The Federal budget authority increase for OCD is due to an extended timeline for the grant. The OCD has expended \$888,487 of the \$1,001,900 awarded. If this BA-7 request is approved, OCD will expend the remainder of the grant by funding additional art grants to the community.

**Promotion of the Arts Partnership Grant  
National Endowment for the Arts  
Federal Budget Authority**

Current Federal Grant	\$888,487
Increase BA-7 Request	<u>\$113,413</u>
<b>Federal Authority, BA-7 Approved</b>	<b>\$1,001,900</b>

The Federal increase of \$113,413 will be used in the other charges expenditure category for art grants through the Public Art Project and the Folk Alliance International organizations, and miscellaneous travel. A breakdown of BA-7 expenditures is as follows:

<b>Other Charges Expenditures</b>	<b>Amount</b>
Making It Public Art Project	\$70,000
Folk Alliance International	\$40,000
Miscellaneous Travel	<u>\$3,413</u>
<b>Total</b>	<b>\$113,413</b>

**II. IMPACT ON FUTURE FISCAL YEARS**

Approval of this BA-7 request will have no impact on future fiscal years.

**III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION**

The Legislative Fiscal Office recommends approval of this BA-7 request.

**LEGISLATIVE FISCAL OFFICE  
ANALYSIS OF BA-7 REQUEST**

**DEPARTMENT:** Health

**AGENDA NO.:** 2

**AGENCY:** Office of Secretary

**ANALYST:** Cristian Nedelea

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T. O.</u>
State General Fund:	\$0	Management & Finance	\$24,389,901	0
Interagency Transfers:	\$0			
Self-Generated Revenue:	\$0			
Statutory Dedications:	\$0			
Federal Funds:	\$24,389,901			
<b>Total</b>	<b><u>\$24,389,901</u></b>	<b>Total</b>	<b><u>\$24,389,901</u></b>	<b><u>0</u></b>

**I. SUMMARY/COMMENTS**

The purpose of this BA-7 request is to increase Federal budget authority by \$24.4 M and add fifteen (15) authorized Other Charges positions for the remainder of FY 26 from the federal Rural Health Transformation Program (RHTP) grant. The award letter for this grant includes \$208 M for Grant Budget Year 1 (12/29/25 - 10/30/26). In accordance with the One Big Beautiful Bill Act (Section 71401 of Public Law 119-21), funding allotted for Grant Budget Year 1 will be available to spend through the end of Federal FY 27 (9/30/27).

The RHTP is a significant initiative aimed at improving healthcare access and quality in rural areas by focusing on strategic goals:

1. Improving access - expanding healthcare access points and ensuring sustainable care delivery in rural communities;
2. Workforce development - attracting and retaining healthcare professionals in rural areas to address workforce shortages;
3. Innovative care models - promoting the development of new care models that improve health outcomes and coordinate care effectively;
4. Technology integration - encouraging the use of innovative technologies to enhance care delivery and patient engagement.

Grant expenditures for this BA-7 request are as follows:

**Six Initiatives - Other Charges (\$22,254,885 and 15 positions)**

LDH included six initiatives and twenty funding strategies in its grant application. LDH estimates \$22.3 M of the requested amount to fund the six major initiatives for the remainder of FY 26.

Initiative 1: \$4,778,585

*Strengthen health and emergency systems through workforce expansion and integration.* The goal is to stabilize and expand the rural healthcare workforce by strengthening recruitment, education, and retention pathways.

Initiative 2: \$5,674,123

*Modernize technology infrastructure and capacity for efficiency and care coordination.* The goal is to improve data interoperability, analytics, and real-time care coordination across rural and underserved parishes by enabling secure exchange of patient information, strengthening clinical decision support, and expanding digital access for providers and residents.

Initiative 3: \$3,404,474

*Reinforce innovative, outcomes-based care delivery in rural areas.* LDH will advance payment and care delivery models by piloting risk-sharing and performance-based arrangements and implementing evidence-based, non-billable care models to reduce avoidable emergency room visits, improve chronic disease management, and strengthen provider participation in value-based care.

Initiative 4: \$680,895

*Expand physical activity and nutrition interventions through community-based partnerships.* The goal is to expand community-based nutritional and fitness partnerships that embed healthy living interventions into rural healthcare, improving diet quality,

# LEGISLATIVE FISCAL OFFICE ANALYSIS OF BA-7 REQUEST

reducing obesity and chronic disease risk, and strengthening prevention.

Initiative 5: \$3,631,439

*Strengthen care integration for high-needs populations through coordinated, multi-modal models.* LDH will establish coordinated care networks that connect physical, behavioral, and aging services to reduce preventable hospitalizations, improve outcomes for chronic diseases and behavioral health, and increase continuity of care for high-need residents.

Initiative 6: \$4,085,369

*Strengthen access to essential health services through capital investments.* The goal is to modernize rural health infrastructure through targeted capital investments that upgrade facilities, equipment, and technology to expand diagnostic and specialty-care capacity, shorten patient travel time, and enhance readiness for value-based and community-based care models.

**Medicaid Transfer - IAT (\$2 M)**

In addition to the amounts allocated to the six initiatives, \$2 M in IAT will be transferred from the RHTP grant to Medicaid for the procurement of statewide Electronic Health Records software.

**Administrative (\$135,016)**

The remaining grant amount is to cover administrative costs as follows:

Personal Services: \$80,308

To partially cover the estimated salary and related benefits of one (1) existing unclassified executive director position for the period 3/02/26 - 6/30/26.

Travel, Operating Services, and Supplies: \$54,708

To cover office expenses to manage this grant, in-state travel to complete on-site visits and town hall meetings in rural communities, and out-of-state travel to meetings and conferences with other states and national experts to share best practices.

## II. IMPACT ON FUTURE FISCAL YEARS

Approval of this BA-7 request will have no impact on future fiscal years. An additional \$175 M is recommended in the FY 27 executive budget. The remaining balance of \$8.6 M from Grant Budget Year 1 for the RHTP will be addressed in the FY 28 budget request for the Office of the Secretary, as authorized by the One Big Beautiful Bill Act.

## III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION

The Legislative Fiscal Office recommends approval of this BA-7 request.

**LEGISLATIVE FISCAL OFFICE  
ANALYSIS OF BA-7 REQUEST**

**DEPARTMENT:** Other Requirements

**AGENDA NO.:** 3

**AGENCY:** LED Debt Service & State Commitments

**ANALYST:** Noah O'Dell

**Means of Financing**

**Expenditures by Program**

**T. O.**

State General Fund:

Interagency Transfers:

Self-Generated Revenue:

Statutory Dedications: \$1,000,000

Federal Funds:

**Total** \$1,000,000 **Total**

**I. SUMMARY/COMMENTS**

The purpose of this BA-7 request is to increase \$1 M Statutory Dedications out of the Major Events Incentive Fund in LED Debt Service & State Commitments. The source of funding for these statutory dedications is Act 365 of the 2025 Regular Session (the Funds Bill). Act 365 transferred \$11.03 M into the fund: \$1.03 M from the State General Fund and \$10 M from the Louisiana Economic Development Initiatives Fund, which originated from the Revenue Stabilization Fund.

The current FY 26 appropriation from this fund is \$20.25 M. This BA-7 will increase the total amount appropriated to \$21.25 M.

**FY 26 Major Events Incentive Fund**

Beginning Balance (per the Treasury)	\$ 16,315,438
Transfers (Act 365 of the 2025 RS)	\$ 11,030,000
Stat Ded. Revenue - Interest Earnings (as of 3/13/26)	\$ 261,657
Stat Ded. Appropriated	<u>(\$ 20,250,000)</u>
Undesignated Fund Balance	\$ 7,357,095
This BA-7 Request	<u>(\$ 1,000,000)</u>
Projected Fund Balance	\$ 6,357,095

**Major Events Incentive Program**

The requested expenditures will reimburse the FORE Kids Foundation to provide for economic development purposes associated with the planning, executing, and hosting of the 2026 Zurich Classic of New Orleans in the city of Avondale, in April 2026.

For informational purposes, R.S. 51:1260(C)(5) provides a list of qualified major events eligible for funding under the Major Events Incentive Program. The "Zurich Classic or other PGA Tour event or any event sanctioned by a professional golf organization" is included in the list of qualifying major events.

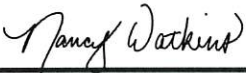
**II. IMPACT ON FUTURE FISCAL YEARS**

Approval of this BA-7 request will have no impact on future fiscal years.

**III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION**

The Legislative Fiscal Office recommends approval of this BA-7 request.

**STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

DEPARTMENT: Cultural, Recreation & Tourism		FOR OPB USE ONLY				
AGENCY: Office of Cultural Development		OPB LOG NUMBER		AGENDA NUMBER		
SCHEDULE NUMBER: 06-265		143		1		
SUBMISSION DATE: 02/04/2026		Approval and Authority:				
AGENCY BA-7 NUMBER: DCRT- OCD-26-03						
HEAD OF BUDGET UNIT: Nancy Watkins						
TITLE: Undersecretary						
SIGNATURE (Certifies that the information provided is correct and true to the best of your knowledge): 						
MEANS OF FINANCING	CURRENT FY 2025-2026	ADJUSTMENT (+) or (-)		REVISED FY 2025-2026		
<b>GENERAL FUND BY:</b>						
DIRECT	\$3,612,542	\$0		\$3,612,542		
INTERAGENCY TRANSFERS	\$2,776,590	\$0		\$2,776,590		
FEES & SELF-GENERATED	\$802,230	\$500,000		\$1,302,230		
Regular Fees & Self-generated	\$802,230	\$500,000		\$1,302,230		
Subtotal of Fund Accounts from Page 2	\$0	\$0		\$0		
STATUTORY DEDICATIONS	\$0	\$0		\$0		
[Select Statutory Dedication]	\$0	\$0		\$0		
[Select Statutory Dedication]	\$0	\$0		\$0		
Subtotal of Dedications from Page 2	\$0	\$0		\$0		
FEDERAL	\$3,181,665	\$113,413		\$3,295,078		
<b>TOTAL</b>	<b>\$10,373,027</b>	<b>\$613,413</b>		<b>\$10,986,440</b>		
AUTHORIZED POSITIONS	33	0		33		
AUTHORIZED OTHER CHARGES	7	0		7		
NON-TO FTE POSITIONS	1	0		1		
<b>TOTAL POSITIONS</b>	<b>41</b>	<b>0</b>		<b>41</b>		
PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
<b>PROGRAM NAME:</b>						
Cultural Development	\$10,373,027	0	\$613,413	0	\$10,986,440	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
Subtotal of programs from Page 2:	\$0	0	\$0	0	\$0	0
<b>TOTAL</b>	<b>\$10,373,027</b>	<b>0</b>	<b>\$613,413</b>	<b>0</b>	<b>\$10,986,440</b>	<b>0</b>

**STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

<b>DEPARTMENT: Cultural, Recreation &amp; Tourism</b>	<b>FOR OPB USE ONLY</b>	
<b>AGENCY: Office of Cultural Development</b>	OPB LOG NUMBER	AGENDA NUMBER
<b>SCHEDULE NUMBER: 06-265</b>		
<b>SUBMISSION DATE: 02/04/2026</b>	<b>ADDENDUM TO PAGE 1</b>	
<b>AGENCY BA-7 NUMBER: DCRT-OCD-26-03</b>		

Use this section for additional Dedicated Fund Accounts or Statutory Dedications, if needed.  
The subtotal will automatically be transferred to Page 1.

MEANS OF FINANCING	CURRENT FY 2025-2026	ADJUSTMENT (+) or (-)	REVISED FY 2025-2026
<b>GENERAL FUND BY:</b>			
<b>FEES &amp; SELF-GENERATED</b>			
[Select Fund Account]	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0
<b>SUBTOTAL (to Page 1)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>STATUTORY DEDICATIONS</b>			
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
<b>SUBTOTAL (to Page 1)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Use this section for additional Program Names, if needed.  
The subtotal will automatically be transferred to Page 1.

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
<b>PROGRAM NAME:</b>						
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
<b>SUBTOTAL (to Page 1)</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>

**STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

Policy and Procedure Memorandum No. 52, Revised, requires that all Requests for Changes in Appropriation be fully documented. At a minimum, the following questions and statements must be answered. Use Continuation Sheets as needed. **FAILURE TO ANSWER ALL QUESTIONS COMPLETELY WILL BE CAUSE TO RETURN THIS DOCUMENT WITHOUT ACTION.**

1. What is the source of funding (if other than General Fund (Direct))? Specifically identify any grant or public law and the purposes of the funds, if applicable. A copy of any grant application and the notice of approved grant or appropriation must accompany the BA-7. What are the expenditure restrictions of the funds?  
 (Fees & Self Generated) There has been a significant rise in application filings in the Commercial Rehabilitation tax credit amount, which decreased from \$125 million to \$85 million as of January 1, 2025. The fees collected are exceeding our budget authority. Please see attached for expenditures.  
 (Federal Appropriation) This request is for additional authority to spend the remaining funds awarded. The balance on this federal grant amount will be used to fund additional arts grants out to the community. (1932198-61-24)

2. Enter the financial impact of the requested adjustment for the next four fiscal years.

MEANS OF FINANCING OR EXPENDITURE	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
<b>GENERAL FUND BY:</b>					
DIRECT	\$0	\$0	\$0	\$0	\$0
INTERAGENCY TRANSFERS	\$0	\$0	\$0	\$0	\$0
FEES & SELF-GENERATED	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
STATUTORY DEDICATIONS	\$0	\$0	\$0	\$0	\$0
FEDERAL	\$113,413	\$0	\$0	\$0	\$0
<b>TOTAL</b>	<b>\$613,413</b>	<b>\$500,000</b>	<b>\$500,000</b>	<b>\$500,000</b>	<b>\$500,000</b>

3. If this action requires additional personnel, provide a detailed explanation below:  
 No additional personnel is needed to fulfill these obligations.

4. Explain why this request can't be postponed for consideration in the agency's budget request for next fiscal year.  
 (Fees & Self Generated) As these are self-generated funds, if we do not expend them this fiscal year they will be lost and not available for next fiscal year.  
 (Federal Appropriation) These funds cannot be postponed as they are awarded yearly and unspent funds must be distributed to grantees for programs supported by the office by fiscal year end.

5. Is this an after the fact BA-7, e.g.; have expenditures been made toward the program this BA-7 is for? If yes, explain per PPM No.52.  
 No payments have been made towards this BA-7.

**STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

**PERFORMANCE IMPACT OF MID-YEAR BUDGET ADJUSTMENT**

1. Identify and explain the programmatic impacts (positive or negative) that will result from the approval of this BA-7.

There are no programmatic impacts associated with this BA-7.

2. Complete the following information for each objective and related performance indicators that will be affected by this request. *(Note: Requested adjustments may involve revisions to existing objectives and performance indicators or creation of new objectives and performance indicators. Repeat this portion of the request form as often as necessary.)*

OBJECTIVE:

LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT FY 2025-2026	ADJUSTMENT (+) OR (-)	REVISED FY 2025-2026

JUSTIFICATION FOR ADJUSTMENT(S): Explain the necessity of the adjustment(s).  
There are no adjustments needed.

3. Briefly explain any performance impacts other than or in addition to effects on objectives and performance indicators. *(For example: Are there any anticipated direct or indirect effects on program management or service recipients? Will this BA-7 have a positive or negative impact on some other program or agency?)*

There are no performance impacts that will affect objectives or performance indicators associated with this BA-7.

4. If there are no performance impacts associated with this BA-7 request, then fully explain this lack of performance impact.

There are no performance impacts associated with this BA-7.

5. Describe the performance impacts of failure to approve this BA-7. (Be specific. Relate performance impacts to objectives and performance indicators.)

There are no performance impacts of failure associated with this BA-7.

STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

**PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

PROGRAM 1 NAME: Cultural Development

MEANS OF FINANCING:	CURRENT FY 2025-2026	REQUESTED ADJUSTMENT	REVISED FY 2025-2026	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
<b>GENERAL FUND BY:</b>							
Direct	\$3,612,542	\$0	\$3,612,542	\$0	\$0	\$0	\$0
Interagency Transfers	\$2,776,590	\$0	\$2,776,590	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$802,230	\$500,000	\$1,302,230	\$500,000	\$500,000	\$500,000	\$500,000
Statutory Dedications **	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$3,181,665	\$113,413	\$3,295,078	\$0	\$0	\$0	\$0
<b>TOTAL MOF</b>	<b>\$10,373,027</b>	<b>\$613,413</b>	<b>\$10,986,440</b>	<b>\$500,000</b>	<b>\$500,000</b>	<b>\$500,000</b>	<b>\$500,000</b>
<b>EXPENDITURES:</b>							
Salaries	\$2,511,392	\$0	\$2,511,392	\$0	\$0	\$0	\$0
Other Compensation	\$15,493	\$0	\$15,493	\$0	\$0	\$0	\$0
Related Benefits	\$1,288,335	\$0	\$1,288,335	\$0	\$0	\$0	\$0
Travel	\$120,804	\$0	\$120,804	\$0	\$0	\$0	\$0
Operating Services	\$157,391	\$0	\$157,391	\$0	\$0	\$0	\$0
Supplies	\$26,837	\$0	\$26,837	\$0	\$0	\$0	\$0
Professional Services	\$5,178	\$0	\$5,178	\$0	\$0	\$0	\$0
Other Charges	\$5,883,653	\$613,413	\$6,497,066	\$500,000	\$500,000	\$500,000	\$500,000
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$363,944	\$0	\$363,944	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$10,373,027</b>	<b>\$613,413</b>	<b>\$10,986,440</b>	<b>\$500,000</b>	<b>\$500,000</b>	<b>\$500,000</b>	<b>\$500,000</b>
<b>POSITIONS</b>							
Classified	29	0	29	0	0	0	0
Unclassified	4	0	4	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>33</b>	<b>0</b>	<b>33</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Other Charges Positions	7	0	7	0	0	0	0
Non-TO FTE Positions	1	0	1	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>41</b>	<b>0</b>	<b>41</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>*Dedicated Fund Accounts:</b>							
Reg. Fees & Self-generated	\$802,230	\$500,000	\$1,302,230	\$500,000	\$500,000	\$500,000	\$500,000
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>**Statutory Dedications:</b>							
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0

STATE OF LOUISIANA  
 DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
 REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

**PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

PROGRAM 1 NAME: Cultural Development

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$500,000	\$0	\$113,413	\$613,413
<b>EXPENDITURES:</b>						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$500,000	\$0	\$113,413	\$613,413
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$500,000</b>	<b>\$0</b>	<b>\$113,413</b>	<b>\$613,413</b>
<b>OVER / (UNDER)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>POSITIONS</b>						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

## QUESTIONNAIRE ANALYSIS

(Please reference question numbers, provide detailed information and use continuation sheets as needed.)

### GENERAL PURPOSE

1. This BA-7 is to increase budget authority
  - to allow the spending of Self-Generated fees collected via the Commercial Rehabilitation Tax Credit Program.
  - to allow spending of remaining prior year Federal grant funds.

### REVENUES

#### 4. **If Self-Generated Revenues**

Income is received through Tax Credit Applications. Tax Applications are received year-round for projects in historic building preservation. The review of the application is a three-part process. Fees are based on the size of the project and how much was spent on the project.

- Amount of the original Fund Balance: \$802,230.00
- Amount of revised fund balance that will be budgeted if this BA-7 is approved: \$1,302,230. Based on the Office of Cultural Development's projection, OCD's revenue will exceed the current year's budget authority by nearly \$500,000. See projection attached.

#### 7. **If Federal Funds**

A copy of grant 1932198-61-24 is attached.

The original award date is 7/1/2024-06/30/2025. The extended date is 07/01/224-06/30/2026.

There is no match requirement associated with the proposed source of funding.

### EXPENDITURES

9. Provide detailed expenditure information including how the amount requested was calculated.

Self-Generated -The amount requested was derived by obtaining the initial balance and estimating collections through the end of the 25-26 fiscal year. See attached Expenditure Budget

Federal Fund-The amount requested was derived by obtaining the balance remaining on the prior year award. See attached Expenditure Budget

11. Provide object details as part of explanation.

LaGov Coding						
	Fund	Cost Center	G/L		Amount	MOF
	2650000200	2651037500	5620063		\$ 500,000	F&SG
	2650000600	2651077700	5620018		\$ 113,413	Federal Funds

**Total: \$613,413**

**OTHER**

Billy Nungesser, LT. Governor	<a href="mailto:bnungesser@crt.la.gov">bnungesser@crt.la.gov</a>	(225) 342-7009
Nancy Watkins, Undersecretary	<a href="mailto:nwatkins@crt.la.gov">nwatkins@crt.la.gov</a>	(225) 342-8201
Carrie Broussard, Assistant Secretary	<a href="mailto:cbroussard@crt.la.gov">cbroussard@crt.la.gov</a>	(225) 342-8200

BA-7 SUPPORT INFORMATION

Page \_\_\_\_\_

**OCD Self Generated Revenue by Date  
Fiscal Year 2026**

<u>Date</u>	<u>Amount</u>
1/27/2026	\$ 735,823.78
2/3/2026	\$ 754,568.15
	<u>\$ 18,744.37</u>

Average monthly collection \$ 74,977.48

Estimated 5 month collection projection	\$ 374,887.40
Outstanding invoices	\$ 172,775.00
	<u>\$ 547,662.40</u>
Current available Authority	\$ 47,662.00
Estimated Additional Authority Needed	<span style="background-color: yellow; border: 1px solid black;">\$ 500,000.40</span>

## Additional Authority Expenditure Budget DCRT-OCD-26-03

### **Self-Generated Funds**

---

Credit Card & Merchant Fees	\$	32,500
Submittable Grant Repository Service	\$	47,500
Additional R.I.G. Grants	\$	100,000
Additional Main Street Grants	\$	175,000
Additional match for Federal Grants	\$	25,000
Miscellaneous Travel to support the above projects	\$	5,400
Two(2) Replacement Vehicles	\$	114,600
	<hr/>	
	\$	500,000

### **Federal Funds**

---

Making it Public Art Project	\$	70,000
Folk Alliance International	\$	40,000
Miscellaneous Travel to support the above projects	\$	3,413
	<hr/>	
	\$	113,413

Reminders

Reminders

Award 1942678-61-25

1 Unread Messages



For the rules, regulations, and policies on how to manage and administer a grant or cooperative agreement (awards), including forms and guidance, see the NEA's website at [www.arts.gov/grants/manage-your-award](http://www.arts.gov/grants/manage-your-award).

PANELISTS:

- Log into REACH and you will see a tab for "Panels."

OFFEREES:

- Applications recommended for funding are listed under OFFERS.  
 - Access to OFFERS will be turned OFF in REACH while documents are undergoing review by the Office of Grants Management.  
 - You may receive an email notification from REACH if additional information is needed during that review.

AWARDEES:

- Active grants and cooperative agreements are under AWARDS.  
 - You will be notified by email when a new award is issued and REACH access is restored.

Need help with REACH? Click on the HELP Tab for FAQs.

If you need to add or change a staff member:  
 - For Offers, use the Project Budget Form.  
 - For Awards, go to the Change Requests Tab for that award.

Email alert: Due to restrictions from the Department of Homeland Security, we are not able to send emails to alias addresses that forward to another email account. Please do not enter this type of email address.

Award: 1932198-61-24

- Information
- Funding
- Instructions
- Documents
- Forms and Reports
- Venues
- Change Requests
- Payments
- Messages
- Write Ups

Request Summary

View Payment Request Instructions

Funding	Period of Performance	Alerts that Prevent Payment
Award Amount: \$1,001,900.00	07/01/2024 - 06/30/2026	None
Total Approved Requests: \$888,486.65		
Remaining Funds: \$113,413.35		

SAM Registration Status: Active. SAM last checked 1/29/2026 9:20:12 AM  
 SAM Expiration Date: 9/22/2026

Progress Report: Has been approved.

Add Payment Request

Approved payment requests have Accounting numbers assigned.

Actions	Request Number	Accounting Number	Period Covered	Amount Requested	Date Submitted	Progress Report Approved?	Status/Date	Decision Commer
View	1	1	07/01/2024 - 08/30/2024	\$39,729.00	9/6/2024	<input type="checkbox"/>	Approved 9/9/2024	PR due when exceeds \$667,930 - RM
View	2	2	08/31/2024 - 09/19/2024	\$151,002.77	9/19/2024	<input type="checkbox"/>	Approved 9/23/2024	
View	3	3	09/20/2024 - 10/10/2024	\$24,886.67	10/10/2024	<input type="checkbox"/>	Approved 10/15/2024	
View	4	4	10/11/2024 - 11/13/2024	\$111,509.45	11/13/2024	<input type="checkbox"/>	Approved 11/22/2024	
View	5	5	11/14/2024 - 11/29/2024	\$50,149.50	12/6/2024	<input type="checkbox"/>	Approved 12/12/2024	
View	6	6	11/30/2024 - 01/06/2025	\$82,640.43	1/7/2025	<input type="checkbox"/>	Approved 1/15/2025	
View	7	7	01/07/2025 - 01/27/2025	\$9,712.50	1/28/2025	<input type="checkbox"/>	Approved 2/3/2025	
View	8	8	07/01/2024 - 02/05/2025	\$61,898.93	2/6/2025	<input type="checkbox"/>	Approved 2/6/2025	
View	9	9	02/06/2025 - 02/19/2025	\$49,090.28	2/19/2025	<input type="checkbox"/>	Approved 2/20/2025	
View	10	10	02/20/2025 - 03/05/2025	\$12,900.00	3/6/2025	<input type="checkbox"/>	Approved 3/7/2025	

2309  
9376

# OFFICIAL NOTICE OF ACTION

## National Endowment for the Arts

**Action Taken:** Award                      **Date of Action:** 6/18/2024                      **Award Date:** 6/18/2024

**FEDERAL AWARD INFORMATION**

Federal Award ID Number (FAIN)	1932198-61-24
Award Recipient	Division of the Arts, Louisiana Department of Culture, Recreation, & Tourism
Award Recipient Unique Entity Identifier	XEDVX7BE6KP3
Period of Performance	7/1/2024 - 6/30/2025
Budget Period	7/1/2024 - 6/30/2025
Assistance Listing Number/Title	45.025 Promotion of the Arts Partnership Agreements
Does the award support Research & Development?	No
Award Description	Purpose: To support arts programs, services, and activities associated with carrying out the agency's National Endowment for the Arts-approved strategic plan.
Grant Program and Office	Partnerships (State & Regional), State & Regional

**AWARD AMOUNTS**

Amount of Federal Funds Obligated by this Action	\$1,001,900.00
Total Amount of Federal Funds Obligated	\$1,001,900.00
Total Amount of the Federal Award	\$1,001,900.00

**RECIPIENT CONTACTS**

Role	Name
Authorizing Official	Ms. Kristin Sanders ksanders@crt.la.gov
Grant Administrator	Mr. Gabriel Gilbeaux ggilbeaux@crt.la.gov
Project Director	Mrs. Susannah Johannsen sjohannsen@crt.la.gov

**REMARKS**

**1. COST SHARE:** A non-federal cost share of 100% (1:1 match) is required unless otherwise indicated in the Terms and Conditions/Important Information document (20 USC § 954(e)).

**2.** The National Endowment for the Arts provides this award support pursuant to 20 USC ;954-955.

**3. ACCEPTANCE OF AWARD:** Submission of a Payment Request constitutes your agreement to comply with all the terms and conditions of the award and indicates your acceptance of this award.

**4. GENERAL TERMS AND CONDITIONS FOR PARTNERSHIP AGREEMENTS:** This award is subject to the General Terms and Conditions for Partnership Agreements (GTCs). The GTCs provide detailed information concerning the Arts Endowment's regulations and procedures, the administrative requirements that apply to your award, and your responsibilities as a recipient. The GTCs and other documentation to assist you in managing your Federal Award, including all forms and instructions can be found on our website.

The administration of this award and the expenditure of award funds are subject to any specific terms and conditions of this award, which may be attached as additional pages of the award notification, the Terms and Conditions/Important Information, and the GTCs (as noted above).

The GTCs implements Title 2 of the Code of Federal Regulations (2 CFR) including Subtitle A-Office of Management and Budget Guidance for Grants and Agreements and Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance, or Part 200), as revised August 13, 2020.

**5. HOW TO MANAGE YOUR NATIONAL ENDOWMENT FOR THE ARTS AWARD AND eGMS REACH HANDBOOK:**

The How to Manage Your Award and eGMS REACH Handbook is a companion piece to the GTCs. It includes information about reporting requirements, requesting payment, changes to your project, and other important information.

**6.** All material can be found on our website at <https://www.arts.gov/grants/manage-your-award/awards-after-oct1-2017-to-saa-rao>.

**7. CONTACT INFORMATION:** Email: [grants@arts.gov](mailto:grants@arts.gov) | Phone: (202) 682-5403.

# Change Request

<b>Award #</b>	1932198-61-24
<b>Institution (Primary)</b>	Division of the Arts, Louisiana Department of Culture, Recreation, & Tourism UEI: XEDVX7BE6KP3 Baton Rouge, LA
<b>Primary Point of Contact</b>	Carrie Broussard
<b>Project Title</b>	Purpose: To support arts programs, services, and activities associated with carrying out the agency's National Endowment for the Arts-approved strategic plan.
<b>Award Period</b>	7/1/2024 - 6/30/2026
<b>Type of Change:</b>	B. We need to Request Changes to this Award
<b>Submission Date:</b>	2/17/2025 by leearussell
<b>Submission Comments:</b> Due to staffing changes and vacancies, certain program activities are currently on hold. We are requesting an extension of the project period to complete all activities. The proposed new project end date is June 30, 2026.	
<b>Attached Documentation:</b>	

**National Endowment for the Arts Amendment #1 (Time): 1932198-61-24 to  
Division of the Arts, Louisiana Department of Culture, Recreation, & Tourism**

Display Name	Recipient Type	Date Added
Gabriel Gilbeaux	Person	2/26/2025
Leea Russell	Person	2/26/2025
Carrie Broussard	Person	2/26/2025
Lara Holman Garritano	Staffer	2/26/2025
Bryan McEntire	Staffer	2/26/2025

2/26/2025 1:52:06 PM Bryan McEntire

Dear Awardee:

The National Endowment for the Arts has approved your request for changes to award 1932198-61-24.

**Time:** The period of performance is extended as requested. See the revised Report Schedule on the Forms and Reports Tab in REACH.

All other provisions of the award remain in effect.

Sincerely,

Office of Grants Management  
National Endowment for the Arts  
400 7th Street SW | Washington DC 20506  
grants@arts.gov | 202-682-5403 (p) | 202-682-5610 (fax)

2/27/2025 9:31:29 AM Leea Russell

Thank you. We appreciate your consideration.

Leea Russell

STATE OF LOUISIANA  
 DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
 REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

DEPARTMENT: LA Department of Health		FOR OPB USE ONLY					
AGENCY: Office of the Secretary		OPB LOG NUMBER		AGENDA NUMBER			
SCHEDULE NUMBER: 09-307		137RR		2			
SUBMISSION DATE: 2/25/2026		Approval and Authority:					
AGENCY BA-7 NUMBER: #5 Rural Health Transformation Grant							
HEAD OF BUDGET UNIT: Drew Maranto							
TITLE: Undersecretary							
SIGNATURE <small>(Certifies that the information provided is correct and true to the best of your knowledge)</small>							
MEANS OF FINANCING		CURRENT FY 2025-2026		ADJUSTMENT (+) or (-)		REVISED FY 2025-2026	
<b>GENERAL FUND BY:</b>							
DIRECT		\$65,034,811		\$0		\$65,034,811	
INTERAGENCY TRANSFERS		\$16,892,288		\$0		\$16,892,288	
FEES & SELF-GENERATED		\$2,869,401		\$0		\$2,869,401	
Regular Fees & Self-generated		\$2,869,401		\$0		\$2,869,401	
Subtotal of Fund Accounts from Page 2		\$0		\$0		\$0	
STATUTORY DEDICATIONS		\$24,154,814		\$0		\$24,154,814	
Health Care Employment Reinvestment Opportunity Fund (E56)		\$14,904,814		\$0		\$14,904,814	
Early Childhood Supports and Services Fund (H44)		\$9,000,000		\$0		\$9,000,000	
Subtotal of Dedications from Page 2		\$250,000		\$0		\$250,000	
FEDERAL		\$52,818,527		\$24,389,901		\$77,208,428	
<b>TOTAL</b>		<b>\$161,769,841</b>		<b>\$24,389,901</b>		<b>\$186,159,742</b>	
AUTHORIZED POSITIONS		756		0		756	
AUTHORIZED OTHER CHARGES		0		15		15	
NON-TO FTE POSITIONS		10		0		10	
<b>TOTAL POSITIONS</b>		<b>766</b>		<b>15</b>		<b>781</b>	
PROGRAM EXPENDITURES		DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
<b>PROGRAM NAME:</b>							
Management and Finance		\$161,769,841	766	\$24,389,901	15	\$186,159,742	781
		\$0	0	\$0	0	\$0	0
		\$0	0	\$0	0	\$0	0
		\$0	0	\$0	0	\$0	0
		\$0	0	\$0	0	\$0	0
		\$0	0	\$0	0	\$0	0
		\$0	0	\$0	0	\$0	0
		\$0	0	\$0	0	\$0	0
		\$0	0	\$0	0	\$0	0
Subtotal of programs from Page 2		\$0	0	\$0	0	\$0	0
<b>TOTAL</b>		<b>\$161,769,841</b>	<b>766</b>	<b>\$24,389,901</b>	<b>15</b>	<b>\$186,159,742</b>	<b>781</b>

**STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

<b>DEPARTMENT:</b> LA Department of Health	<b>FOR OPB USE ONLY</b>	
<b>AGENCY:</b> Office of the Secretary	OPB LOG NUMBER	AGENDA NUMBER
<b>SCHEDULE NUMBER:</b> 09-307		
<b>SUBMISSION DATE:</b> 2/25/2026	<b>ADDENDUM TO PAGE 1</b>	
<b>AGENCY BA-7 NUMBER:</b> #5 Rural Health Transformation Grant		

Use this section for additional Dedicated Fund Accounts or Statutory Dedications, if needed.  
The subtotal will automatically be transferred to Page 1.

MEANS OF FINANCING	CURRENT FY 2025-2026	ADJUSTMENT (+) or (-)	REVISED FY 2025-2026
<b>GENERAL FUND BY:</b>			
<b>FEES &amp; SELF-GENERATED</b>			
[Select Fund Account]	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0
<b>SUBTOTAL (to Page 1)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>STATUTORY DEDICATIONS</b>			
Nursing Home Residents' Trust Fund (H09)	\$150,000	\$0	\$150,000
Medical Assistance Programs Fraud Detection (H14)	\$100,000	\$0	\$100,000
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
<b>SUBTOTAL (to Page 1)</b>	<b>\$250,000</b>	<b>\$0</b>	<b>\$250,000</b>

Use this section for additional Program Names, if needed.  
The subtotal will automatically be transferred to Page 1.

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
<b>PROGRAM NAME:</b>						
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
<b>SUBTOTAL (to Page 1)</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>

**STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

Policy and Procedure Memorandum No. 52, Revised, requires that all Requests for Changes in Appropriation be fully documented. At a minimum, the following questions and statements must be answered. Use Continuation Sheets as needed. **FAILURE TO ANSWER ALL QUESTIONS COMPLETELY WILL BE CAUSE TO RETURN THIS DOCUMENT WITHOUT ACTION.**

1. What is the source of funding (if other than General Fund (Direct))? Specifically identify any grant or public law and the purposes of the funds, if applicable. A copy of any grant application and the notice of approved grant or appropriation must accompany the BA-7. What are the expenditure restrictions of the funds?

The Rural Health Transformation Grant is a significant initiative aimed at improving healthcare access and quality in rural areas, with a total funding of \$50 billion over five years to support state-led projects.

The RHTP focuses on several key areas to enhance rural health care, including:

- Improving Access:** Expanding healthcare access points and ensuring sustainable care delivery in rural communities.
- Workforce Development:** Attracting and retaining healthcare professionals in rural areas to address workforce shortages.
- Innovative Care Models:** Promoting the development of new care models that improve health outcomes and coordinate care effectively.
- Technology Integration:** Encouraging the use of innovative technologies to enhance care delivery and patient engagement.

The source of funding is Federal from the Rural Health Transformation Grant.

2. Enter the financial impact of the requested adjustment for the next four fiscal years.

MEANS OF FINANCING OR EXPENDITURE	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
<b>GENERAL FUND BY:</b>					
DIRECT	\$0	\$0	\$0	\$0	\$0
INTERAGENCY TRANSFERS	\$0	\$0	\$0	\$0	\$0
FEES & SELF-GENERATED	\$0	\$0	\$0	\$0	\$0
STATUTORY DEDICATIONS	\$0	\$0	\$0	\$0	\$0
FEDERAL	\$24,389,901	\$0	\$0	\$0	\$0
<b>TOTAL</b>	<b>\$24,389,901</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

3. If this action requires additional personnel, provide a detailed explanation below:  
This BA-7 requires 15 additional Authorized Other Charge positions

4. Explain why this request can't be postponed for consideration in the agency's budget request for next fiscal year.

This BA-7 cannot be postponed due to Notice of Award Grant letter being received on 2/25/26.

5. Is this an after the fact BA-7, e.g.; have expenditures been made toward the program this BA-7 is for? If yes, explain per PPM No.52.

This is not an after the fact BA-7 due to fact we received Notice of Award Letter on 2/24/26 and haven't incurred any expenses to date tied to grant award.

**STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

**PERFORMANCE IMPACT OF MID-YEAR BUDGET ADJUSTMENT**

1. Identify and explain the programmatic impacts (positive or negative) that will result from the approval of this BA-7.

Office of the Secretary does not anticipate programmatic impacts.

2. Complete the following information for each objective and related performance indicators that will be affected by this request. *(Note: Requested adjustments may involve revisions to existing objectives and performance indicators or creation of new objectives and performance indicators. Repeat this portion of the request form as often as necessary.)*

OBJECTIVE:

LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT FY 2025-2026	ADJUSTMENT (+) OR (-)	REVISED FY 2025-2026

JUSTIFICATION FOR ADJUSTMENT(S): Explain the necessity of the adjustment(s).

3. Briefly explain any performance impacts other than or in addition to effects on objectives and performance indicators. *(For example: Are there any anticipated direct or indirect effects on program management or service recipients? Will this BA-7 have a positive or negative impact on some other program or agency?)*

There are no new objectives or performance indicators as a result of this BA-7.

4. If there are no performance impacts associated with this BA-7 request, then fully explain this lack of performance impact.

This BA-7 allows department to further improve rural healthcare access, workforce development, innovative care models and technology integration. This request does not provide for the revisions to existing objectives or performance indicators.

5. Describe the performance impacts of failure to approve this BA-7. *(Be specific. Relate performance impacts to objectives and performance indicators.)*

There are no performance impacts if this BA-7 is not approved.

STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

**PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

PROGRAM 1 NAME: Management and Finance

MEANS OF FINANCING:	CURRENT FY 2025-2026	REQUESTED ADJUSTMENT	REVISED FY 2025-2026	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
<b>GENERAL FUND BY:</b>							
Direct	\$65,034,811	\$0	\$65,034,811	\$0	\$0	\$0	\$0
Interagency Transfers	\$16,892,288	\$0	\$16,892,288	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$2,869,401	\$0	\$2,869,401	\$0	\$0	\$0	\$0
Statutory Dedications **	\$24,154,814	\$0	\$24,154,814	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$52,818,527	\$24,389,901	\$77,208,428	\$0	\$0	\$0	\$0
<b>TOTAL MOF</b>	<b>\$161,769,841</b>	<b>\$24,389,901</b>	<b>\$186,159,742</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXPENDITURES:</b>							
Salaries	\$54,118,792	\$55,385	\$54,174,177	\$0	\$0	\$0	\$0
Other Compensation	\$568,779	\$0	\$568,779	\$0	\$0	\$0	\$0
Related Benefits	\$25,786,753	\$24,923	\$25,811,676	\$0	\$0	\$0	\$0
Travel	\$145,351	\$7,455	\$152,806	\$0	\$0	\$0	\$0
Operating Services	\$3,558,995	\$32,253	\$3,591,248	\$0	\$0	\$0	\$0
Supplies	\$345,057	\$15,000	\$360,057	\$0	\$0	\$0	\$0
Professional Services	\$8,031,974	\$0	\$8,031,974	\$0	\$0	\$0	\$0
Other Charges	\$48,068,089	\$22,254,885	\$70,322,974	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$21,146,051	\$2,000,000	\$23,146,051	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$161,769,841</b>	<b>\$24,389,901</b>	<b>\$186,159,742</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>POSITIONS</b>							
Classified	742	0	742	0	0	0	0
Unclassified	14	0	14	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>756</b>	<b>0</b>	<b>756</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Other Charges Positions	0	15	15	0	0	0	0
Non-TO FTE Positions	10	0	10	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>766</b>	<b>15</b>	<b>781</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>*Dedicated Fund Accounts:</b>							
Reg. Fees & Self-generated	\$2,869,401	\$0	\$2,869,401	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>**Statutory Dedications:</b>							
Health Care Employment Reinvestment Opportunity Fund (E58)	\$14,904,814	\$0	\$14,904,814	\$0	\$0	\$0	\$0
Early Childhood Supports and Services Fund (H44)	\$9,000,000	\$0	\$9,000,000	\$0	\$0	\$0	\$0
Nursing Home Residents' Trust Fund (H09)	\$150,000	\$0	\$150,000	\$0	\$0	\$0	\$0
Medical Assistance Programs Fraud Detection (H14)	\$100,000	\$0	\$100,000	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0

STATE OF LOUISIANA  
 DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
 REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

**PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

PROGRAM 1 NAME: Management and Finance

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
<b>AMOUNT</b>	\$0	\$0	\$0	\$0	\$24,389,901	\$24,389,901
<b>EXPENDITURES:</b>						
Salaries	\$0	\$0	\$0	\$0	\$55,385	\$55,385
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$24,923	\$24,923
Travel	\$0	\$0	\$0	\$0	\$7,455	\$7,455
Operating Services	\$0	\$0	\$0	\$0	\$32,253	\$32,253
Supplies	\$0	\$0	\$0	\$0	\$15,000	\$15,000
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$0	\$22,254,885	\$22,254,885
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$2,000,000	\$2,000,000
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$24,389,901</b>	<b>\$24,389,901</b>
<b>OVER / (UNDER)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>POSITIONS</b>						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Other Charges Positions	0	0	0	0	15	15
Non-TO FTE Positions	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15</b>	<b>15</b>

## BA-7 QUESTIONNAIRE

### GENERAL PURPOSE

The Rural Health Transformation Grant is a significant initiative aimed at improving healthcare access and quality in rural areas, with a total funding of \$50 billion over five years to support state-led projects.

The RHTP focuses on several key areas to enhance rural health care, including:

**Improving Access:** Expanding healthcare access points and ensuring sustainable care delivery in rural communities.

**Workforce Development:** Attracting and retaining healthcare professionals in rural areas to address workforce shortages.

**Innovative Care Models:** Promoting the development of new care models that improve health outcomes and coordinate care effectively.

**Technology Integration:** Encouraging the use of innovative technologies to enhance care delivery and patient engagement.

The source of funding is Federal from the Rural Health Transformation Grant.

### REVENUES

\$24,389,901 FEDERAL - G/L 4060035

### EXPENDITURES

2 million dollar IAT is associated with procurement of Electronic Health Records (EHR) software by Medicaid.

Other Charges will be awards funded to rural provider's proposals, contracts with vendors to assist with program and Job Appointments.

Fund	Fund Center	G/L Account	Amount	MOF
3070000600	3071000000	5110025	\$ 55,385.00	Federal
3070000600	3071000000	5130000	\$ 24,923.00	Federal
3070000600	3071000000	5200000	\$ 7,455.00	Federal
3070000600	3071000000	5300000	\$ 32,253.00	Federal
3070000600	3071000000	5400000	\$ 15,000.00	Federal
3070000600	3071000000	5600000	\$ 22,254,885.00	Federal
3070000600	3071000000	5950000	\$ 2,000,000.00	Federal
<b>TOTAL</b>			<b>\$ 24,389,901.00</b>	

### OTHER

Contact:  
Kevin Cook  
Budget Admin 2  
225-219-7099

March JLCB BA-7 LDH Request for Rural Health Transformation Grant

**General Overview:**

The Rural Health Transformation Program (RHTP) grant is a fully federally funded grant with a total award amount of \$208 million. Governor Landry designated LDH as the lead agency for this grant. We received award letter for this grant, which is anticipated to include over \$208 million for Louisiana in Grant Budget Year 1 (12/29/2025 – 10/30/2026). The expectation from CMS, Governor Landry, and Secretary Greenstein are that we prepare to begin spending these funds in March, as the amount we receive in Budget Year 2 will be dependent on our allocation of funds and outcomes demonstrated early on in our process. We are giving our best estimates based on the \$208 million that CMS required us to utilize in our grant application. It is anticipated that these will need to be adjusted as the Office is stood up and additional clarity on spending is received from CMS.

LDH is requesting budget authority for \$24,389,901 from this grant for the remainder of SFY 2026, as follows:

<b>Revenues</b>	<b>Projection SFY 2026</b>
SGF (Direct)	
SGF by:	
IAT-Revenues	
Self-gen. Revenues	
Statutory Ded.	
Federal Funds	\$24,389,901
<b>Total</b>	<b>\$24,389,901</b>
-	
<b>Expenditures</b>	
Salaries	\$55,385
Other Comp	
Related Benefits	\$24,923
Travel	\$7,455
Operating Services	\$32,253
Supplies	\$15,000
Professional Services	\$0
Other Charges	\$22,254,885
IAT Expenditures	\$2,000,000
Acquisitions	
Major Repairs	
<b>Total</b>	<b>\$24,389,901</b>

**Salaries and Related Benefits:**

This covers the estimated personnel cost for one unclassified executive director position for the period of 3/2/2026 – 6/30/2026.

**Travel, Operating Services, Supplies:**

This covers estimated expenses of standing up the office to manage this grant, including office and technology expenses. In-state travel will be conducted completing on-site visits and town hall meetings in rural communities across the state. Out-of-state travel will be conducted to meetings and conferences with other states and national experts to share best practices.

Note: The grant limits “administrative costs” to 10% of the total grant amount; however, LDH is projecting to have no more than 1% of the total grant amount spent toward administrative costs.

**Other Charges:**

LDH included 6 initiatives and 20 funding strategies in the grant application. LDH will utilize appropriate procurement mechanisms for allocation of these funds, ensuring all state and federal regulations are followed while holding sub-grantees accountable for funds received. Some strategies have been prioritized for early roll out and funding to rural providers, while other strategies will require additional planning prior to roll out.

LDH is estimating that \$22,254,885 will be allocated in SFY 2026 as follows:

***Initiative 1: Strengthen Health and Emergency Systems through Workforce Expansion and Integration;  
Estimated SFY 2026 expenditures: \$4,778,585***

Description: Funding prioritizes education and training partnerships as well as local workforce pipelines that expand clinical capacity and sustain long-term provider retention. The goal is to expand and stabilize the rural healthcare workforce by strengthening recruitment, education, and retention pathways.

Selection Approach: LDH will award competitive subgrants to universities, rural hospitals, Federally Qualified Health Centers (FQHCs), rural health clinics, EMS agencies, and training institutions.

Strategies that will be implemented in SFY2026

- Rural HERO grant: This will expand on current HERO grant; however, it will specifically serve rural areas.
- Rural Clinician Credit Bank: This will offer assistance to rural facilities to pay recruitment and retention bonuses to staff.
- Education / training pathways: This will allow universities and teaching institutions an opportunity to hire additional staff to support students with a commitment to working in rural areas, while partnering with rural facilities to expand rural rotations and internships.
- Grow Your Own: This will allow mentorships and education on healthcare career pathways for middle and high school students in rural areas.

in rural areas, while partnering with rural facilities to expand rural rotations and internships.

- **Grow Your Own:** This will allow mentorships and education on healthcare career pathways for middle and high school students in rural areas.
- **Collaborative Provider Model:** This will help to facilitate rural facilities working across agencies to “share” specialty services to expand access in rural areas.

***Initiative 2: Modernize Technology Infrastructure and Capacity for Efficiency and Care Coordination; Estimated SFY 2026 expenditures: \$5,674,123 (Other Charges) and \$2,000,000 (IAT)***

Description: Resources will be allocated to support implementation of a state-managed, CMS-certified EHR system, investments in the Rural Tech Catalyst Fund, expansion of telehealth, investments in digital literacy, and remote healthcare monitoring. The goal is to improve data interoperability, analytics, and real-time care coordination across rural and underserved parishes by enabling secure exchange of patient information, strengthening clinical decision support, and expanding digital access for providers and residents.

Selection Approach: LDH will use an expedited process to engage strategic partners with proven experience in EHR implementation and digital literacy training. Existing state contracts or cooperative agreements may be leveraged to accelerate onboarding while maintaining transparency. LDH will also conduct a competitive subgrant process to identify qualified providers and organizations, where appropriate.

Strategies that will be implemented in SFY2026

- **Initial funding for state-managed, CMS certified electronic health record:** LDH working on collaboration with OTS and OSP to identify most appropriate procurement mechanism. Medicaid will be lead agency on this purchase; therefore, funding will be as IAT from the grant to Medicaid (Note: See IAT section below)
- **Enhance access to digital literacy education, training, and technology support, including free or subsidized smart phones with data and health tools.** In order to continue to utilize the smartphone, users will be required to engage in healthcare education. This platform will also allow the user to be connected to local healthcare resources and engage in tele-healthcare, as appropriate. It is anticipated that this will be procured through the NASPO process.
- **Investments in Rural Tech Catalyst Fund:** In the grant’s Notice of Funding Opportunity (NOFO), this fund was identified as a means of investing funds to expand technology. CMS has noted that additional guidance and guardrails will be established for use of this funding. LDH will utilize subgrant processes for allocation of these funds, in alignment with appropriate guidance.

***Initiative 3: Reinforce Innovative, Outcomes-Based Care Delivery in Rural Areas; Estimated SFY 2026 expenditures: \$3,404,474***

Description: LDH will advance payment and care delivery reform by piloting risk-sharing and performance-based arrangements and implementing evidence-based, non-billable care models to reduce avoidable emergency visits, improve chronic disease management and strengthen provider participation in value-based care.

Selection Approach: For risk-sharing, value-based payment pilots, LDH will pursue expedited partnerships with strategically positioned providers and managed-care organizations capable of assuming financial risk and meeting shared-savings or performance-based targets. For non-billable, community-based innovative care models, LDH will award competitive subgrants to rural facilities and community organizations with the capacity to design, implement, and evaluate new delivery models that can transition to sustainable reimbursement.

Strategies that will be implemented in SFY2026

- Facilitate risk-sharing value-based arrangements between providers serving high-needs rural populations: Early investments will focus on model design, partner onboarding, and technical assistance for these arrangements.
- Pilot innovative care models not traditionally billable to improve outcomes for hard-to-reach populations. Examples of grant opportunities include but are not limited to care navigation with panel management, post-partum care navigation, mobile units in care deserts; correctional facility care; non-hospital information system rural hospitals; and rural pharmacy access and accompanying health literacy.

***Initiative 4: Expand Physical Activity and Nutrition Interventions Through Community-Based Partnerships; Estimated SFY 2026 expenditures: \$680,895***

Description: LDH will expand food pharmacy programs and community-based nutritional and fitness partnerships that embed health living interventions into rural healthcare, improving diet quality, and reducing obesity and chronic disease risk, and strengthening prevention across parishes.

Selection Approach: LDH will identify and award competitive subgrants to organizations best positioned to achieve the outlined outcomes, including rural health facilities, agricultural cooperatives, schools, and academic or nonprofit organizations.

Strategies that will be implemented in SFY2026

- Support and expand community-based nutrition and fitness through partnerships: This will expand on promising practices already established in the state, with entities such as Pennington Biomedical Center and Well-Ahead.

***Initiative 5: Strengthen Care Integration for High-Needs Populations through Coordinated, Multi-Modal Models; Estimated SFY 2026 expenditures: \$3,631,439***

Description: LDH will establish coordinated, multi-modal care networks that connect physical, behavioral, and aging services via conveners, telehealth, CCBHC/OTP partnerships and PACE expansion to reduce preventable hospitalizations, improve outcomes for chronic diseases and behavioral health, and increase continuity of care for high-need residents.

Selection Approach: LDH will identify and award competitive subgrants to organizations best positioned to achieve the outlined outcomes, including rural facilities, CCBHCs, OTP providers, PACE providers, and community conveners in collaboration with MCOs.

Strategies that will be implemented in SFY2026

- Develop regional care conveners and navigation networks to coordinate physical, behavioral, and social-service providers.
- Increase telehealth infrastructure access across rural facilities.

***Initiative 6: Strengthen Access to Essential Health Services through Capital Investments; Estimated SFY 2026 expenditures: \$4,085,369***

Description: This will assist with modernizing rural healthcare infrastructure through targeted capital investments that upgrade facilities, equipment, and technology to expand diagnostic and specialty-care capacity, shorten patient travel times, and enhance readiness for value-based and community-based care models.

Selection Approach: LDH will award competitive subgrants to eligible entities based on demonstrated community need, implementation readiness, and capacity to deliver measurable access improvements.

Strategies that will be implemented in SFY2026

- Establish Rural Health Facilities Capital Improvement Initiative as a competitive grant program for rural facilities

**IAT Description**

There are two inter-agency transfers that will occur for these grant funds.

- **\$2.0 million** – IAT from RHTP Grant to Medicaid associated with the procurement of state-wide electronic health record
  - The RHTP grant will fund the purchase of a state-wide instance of an electronic health record that can be utilized by rural health facilities. The procurement will include purchase of a license, maintenance costs, hosting costs, and other costs that will continue for a 2 – 5 year period. While these grant funds will be utilized, the purchase will need to go through Medicaid, in conjunction with OTS, for ongoing maintenance, utilization, and monitoring. Therefore the funds will be transferred to Medicaid, who will be lead on procurement. Discussions with OTS and OSP on this purchase have been initiated.

<b>Position Title</b>	<b>Name (if known)</b>	<b>Annual</b>	<b>Time</b>	<b>FY26 Salary Amount Requested</b>	<b>FY26 RB Amount Requested</b>	<b>Total</b>
Executive Director, Rural Health Transformation and Sustainability (RHTS)	Julie Foster Hagan	\$180,000	100%	\$55,385	\$24,923	\$80,308
Deputy Director, RHTS	TBD	\$127,130	100%	\$34,227	\$15,402	\$49,630
RHTP Program Lead	TBD	\$102,211	100%	\$23,587	\$10,614	\$34,201
Sustainability Director	TBD	\$102,211	100%	\$23,587	\$10,614	\$34,201
Innovative Care Initiative Manager 1	TBD	\$89,274	100%	\$13,734	\$6,181	\$19,915
Innovative Care Initiative Manager 2	TBD	\$89,274	100%	\$13,734	\$6,181	\$19,915
Make Rural America Healthy Again Initiative Manager 1	TBD	\$89,274	100%	\$13,734	\$6,181	\$19,915
Make Rural America Healthy Again Initiative Manager 2	TBD	\$89,274	100%	\$13,734	\$6,181	\$19,915
Workforce and Sustainable Access Initiative Manager 1	TBD	\$89,274	100%	\$13,734	\$6,181	\$19,915
Workforce and Sustainable Access Initiative Manager 2	TBD	\$89,274	100%	\$13,734	\$6,181	\$19,915
Tech Innovation Initiative Manager 1	TBD	\$89,274	100%	\$13,734	\$6,181	\$19,915
Tech Innovation Initiative Manager 2	TBD	\$89,274	100%	\$13,734	\$6,181	\$19,915
RHTP Data Analyst	TBD	\$89,274	100%	\$13,734	\$6,181	\$19,915
Budget Manager	TBD	\$89,274	100%	\$13,734	\$6,181	\$19,915
Procurement/Contract Analyst	TBD	\$77,979	100%	\$11,997	\$5,399	\$17,395
Executive Management Officer	TBD	\$77,979	100%	\$20,994	\$9,447	\$30,442
<b>Total</b>				<b>\$307,122</b>	<b>\$138,205</b>	<b>\$445,327</b>



**Recipient Information**

- 1. Recipient Name**  
LOUISIANA DEPARTMENT OF HEALTH  
628 N 4th St  
Baton Rouge, LA 70802-5342  
[NO DATA]
- 2. Congressional District of Recipient**  
06
- 3. Payment System Identifier (ID)**  
1726011595B3
- 4. Employer Identification Number (EIN)**  
726011595
- 5. Data Universal Numbering System (DUNS)**  
809927064
- 6. Recipient's Unique Entity Identifier (UEI)**  
DTM2ZNEHDHU24
- 7. Project Director or Principal Investigator**  
  
Mrs. Julie Foster Hagan  
Executive Director, Rural Health Transformation  
Program  
Julie.Hagan@la.gov
- 8. Authorized Official**  
  
Mrs. Julie Foster Hagan  
Executive Director, Rural Health Transformation  
Program  
Julie.Hagan@la.gov  
225-342-0095

**Federal Agency Information**

Office of Acquisitions and Grants Management

**9. Awarding Agency Contact Information**

Chris Clark  
christopher.clark@cms.hhs.gov  
301-492-4319

**10. Program Official Contact Information**

Katherine Sapro  
Acting Deputy Director  
katherine.sapro@cms.hhs.gov  
410-786-8984

**Federal Award Information**

- 11. Award Number**  
RHTCMS332085-01-01
- 12. Unique Federal Award Identification Number (FAIN)**  
RHTCMS332085
- 13. Statutory Authority**  
Big Beautiful Bill Act of 2025, Section 71401
- 14. Federal Award Project Title**  
Utilizing workforce, modernized technology, coordinated and innovative care models, and investments in infrastructure LDH will transform health outcomes for rural communities in LA
- 15. Assistance Listing Number**  
93.798
- 16. Assistance Listing Program Title**  
Rural Health Transformation Program
- 17. Award Action Type**  
Revision (Budget)
- 18. Is the Award R&D?**  
No

**Summary Federal Award Financial Information**

<b>19. Budget Period Start Date</b>	12/29/2025	- End Date	10/30/2026	
<b>20. Total Amount of Federal Funds Obligated by this Action</b>				\$0.00
20a. Direct Cost Amount				\$0.00
20b. Indirect Cost Amount				\$0.00
<b>21. Authorized Carryover</b>				\$0.00
<b>22. Offset</b>				\$0.00
<b>23. Total Amount of Federal Funds Obligated this budget period</b>				\$208,374,447.57
<b>24. Total Approved Cost Sharing or Matching, where applicable</b>				\$0.00
<b>25. Total Federal and Non-Federal Approved this Budget Period</b>				\$208,374,447.57
<b>26. Period of Performance Start Date</b>	12/29/2025	- End Date	10/30/2030	
<b>27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance</b>				\$208,374,447.57

**28. Authorized Treatment of Program Income**

ADDITIONAL COSTS

**29. Grants Management Officer - Signature**

Ms. Shamia Cunningham  
Grants Management Officer

**30. Remarks**

See Remarks (continuation)



Award# RHTCMS332085-01-01  
FAIN# RHTCMS332085  
Federal Award Date: 02/24/2026

<b>Recipient Information</b>	
<b>Recipient Name</b> LOUISIANA DEPARTMENT OF HEALTH 628 N 4th St Baton Rouge, LA 70802-5342 [NO DATA]	
<b>Congressional District of Recipient</b> 06	
<b>Payment Account Number and Type</b> 1726011595B3	
<b>Employer Identification Number (EIN) Data</b> 726011595	
<b>Universal Numbering System (DUNS)</b> 809927064	
<b>Recipient's Unique Entity Identifier (UEI)</b> DTM2ZNEDHU24	
<b>31. Assistance Type</b> Cooperative Agreement	
<b>32. Type of Award</b> Other	

<b>33. Approved Budget</b> (Excludes Direct Assistance)	
I. Financial Assistance from the Federal Awarding Agency Only	
II. Total project costs including grant funds and all other financial participation	
a. Salaries and Wages	\$1,367,696.00
b. Fringe Benefits	\$617,516.00
c. Total Personnel Costs	\$1,985,212.00
d. Equipment	\$0.00
e. Supplies	\$26,819.00
f. Travel	\$81,679.00
g. Construction	\$0.00
h. Other	\$259,510.00
i. Contractual	\$206,021,227.57
j. TOTAL DIRECT COSTS	\$208,374,447.57
k. INDIRECT COSTS	\$0.00
l. TOTAL APPROVED BUDGET	\$208,374,447.57
m. Federal Share	\$208,374,447.57
n. Non-Federal Share	\$0.00

<b>34. Accounting Classification Codes</b>						
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	ASSISTANCE LISTING	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
6-5992269	RHT332085A	RHT	4158	93.798	\$0.00	75-2632-0515



**Department of Health and Human Services**

Centers for Medicare & Medicaid Services

Notice of Award

Award# RHTCMS332085-01-01

FAIN# RHTCMS332085

Federal Award Date: 02/24/2026

**Remarks (Continuation)**

This Notice of Award approves the revised budget and partial lift of restriction in the amount of \$208,367,447.57 per your request dated 02/02/2026. The line items listed below will remain restricted in the "Other" cost category until CMS receives additional information:

Promotional Materials in the amount of \$7,000.00

Sufficient reporting information was provided to lift the restriction on contractual funds. However, a complete description and cost breakdown must be provided to CMS for each consultant, subrecipient, or contract upon selection. If Recipient previously included any of the required contractual reporting information in its budget, this

information should be updated, as necessary, to reflect the specific subrecipient/contractor/consultant selected. Please review the "CMS Guidance for Preparing a Budget Request and Narrative" (Section F) for further guidance on these requirements: <https://www.cms.gov/about-cms/work-us/cms-grants-cooperative-agreements/how-apply-cms-grants/cms-guidance-preparing-budget-request-narrative>

Recipient Specific, Program, and Standard Terms and Conditions remain in effect.

**STATE OF LOUISIANA**  
**DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET**  
**REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

<b>DEPARTMENT: Dept. of Economic Development</b>		<b>FOR OPB USE ONLY</b>				
<b>AGENCY: LED Debt Service &amp; Commitments</b>		OPB LOG NUMBER <b>149</b>		AGENDA NUMBER <b>3</b>		
<b>SCHEDULE NUMBER: 20-931</b>		Approval and Authority:				
<b>SUBMISSION DATE: March 12,2026</b>						
<b>AGENCY BA-7 NUMBER: 5</b>						
<b>HEAD OF BUDGET UNIT: Anne G. Villa</b>						
<b>TITLE: Deputy Secretary</b>						
<b>SIGNATURE</b> <i>(Certifies that the information provided is correct and true to the best of your knowledge):</i> <b>Anne G. Villa</b>		Digitally signed by Anne G. Villa Date: 2026.03.13 06:19:09 -05'00'				
<b>MEANS OF FINANCING</b>	<b>CURRENT FY 2025-2026</b>	<b>ADJUSTMENT (+) or (-)</b>		<b>REVISED FY 2025-2026</b>		
<b>GENERAL FUND BY:</b>						
DIRECT	\$23,440,122	\$0		\$23,440,122		
INTERAGENCY TRANSFERS	\$0	\$0		\$0		
FEES & SELF-GENERATED	\$0	\$0		\$0		
Regular Fees & Self-generated	\$0	\$0		\$0		
Subtotal of Fund Accounts from Page 2	\$0	\$0		\$0		
STATUTORY DEDICATIONS	\$320,440,816	\$1,000,000		\$321,440,816		
[Select Statutory Dedication]	\$0	\$0		\$0		
[Select Statutory Dedication]	\$0	\$0		\$0		
Subtotal of Dedications from Page 2	\$320,440,816	\$1,000,000		\$321,440,816		
FEDERAL	\$0	\$0		\$0		
<b>TOTAL</b>	<b>\$343,880,938</b>	<b>\$1,000,000</b>		<b>\$344,880,938</b>		
AUTHORIZED POSITIONS	0	0		0		
AUTHORIZED OTHER CHARGES	0	0		0		
NON-TO FTE POSITIONS	0	0		0		
<b>TOTAL POSITIONS</b>	<b>0</b>	<b>0</b>		<b>0</b>		
<b>PROGRAM EXPENDITURES</b>	<b>DOLLARS</b>	<b>POS</b>	<b>DOLLARS</b>	<b>POS</b>	<b>DOLLARS</b>	<b>POS</b>
<b>PROGRAM NAME:</b>						
Debt Service/State Commitments	\$343,880,938	0	\$1,000,000	0	\$344,880,938	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
Subtotal of programs from Page 2:	\$0	0	\$0	0	\$0	0
<b>TOTAL</b>	<b>\$343,880,938</b>	<b>0</b>	<b>\$1,000,000</b>	<b>0</b>	<b>\$344,880,938</b>	<b>0</b>

**STATE OF LOUISIANA**  
**DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET**  
**REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

<b>DEPARTMENT:</b> Dept. of Economic Development	<b>FOR OPB USE ONLY</b>	
<b>AGENCY:</b> LED Debt Service & Commitments	OPB LOG NUMBER	AGENDA NUMBER
<b>SCHEDULE NUMBER:</b> 20-931		
<b>SUBMISSION DATE:</b> March 12,2026	<b>ADDENDUM TO PAGE 1</b>	
<b>AGENCY BA-7 NUMBER:</b> 5		

Use this section for additional Dedicated Fund Accounts or Statutory Dedications, if needed.  
The subtotal will automatically be transferred to Page 1.

MEANS OF FINANCING	CURRENT FY 2025-2026	ADJUSTMENT (+) or (-)	REVISED FY 2025-2026
<b>GENERAL FUND BY:</b>			
<b>FEES &amp; SELF-GENERATED</b>			
[Select Fund Account]	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0
<b>SUBTOTAL (to Page 1)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>STATUTORY DEDICATIONS</b>			
Louisiana Economic Development Fund (ED6)	\$64,693,675	\$0	\$64,693,675
Louisiana Economic Development Initiatives Fund (EDS)	\$9,417,400	\$0	\$9,417,400
Major Events Incentive Fund (CTB)	\$20,250,000	\$1,000,000	\$21,250,000
Rapid Response Fund (EDR)	\$146,079,741	\$0	\$146,079,741
Site Investment and Infrastructure Improvement Fund (EDT)	\$80,000,000	\$0	\$80,000,000
[Select Statutory Dedication]	\$0	\$0	\$0
<b>SUBTOTAL (to Page 1)</b>	<b>\$320,440,816</b>	<b>\$1,000,000</b>	<b>\$321,440,816</b>

Use this section for additional Program Names, if needed.  
The subtotal will automatically be transferred to Page 1.

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
<b>PROGRAM NAME:</b>						
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
<b>SUBTOTAL (to Page 1)</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>

**STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

Policy and Procedure Memorandum No. 52, Revised, requires that all Requests for Changes in Appropriation be fully documented. At a minimum, the following questions and statements must be answered. Use Continuation Sheets as needed. **FAILURE TO ANSWER ALL QUESTIONS COMPLETELY WILL BE CAUSE TO RETURN THIS DOCUMENT WITHOUT ACTION.**

1. What is the source of funding (if other than General Fund (Direct))? Specifically identify any grant or public law and the purposes of the funds, if applicable. A copy of any grant application and the notice of approved grant or appropriation must accompany the BA-7. What are the expenditure restrictions of the funds?  
 The source of funding is Statutory Dedications from the Major Events Incentive Fund (R.S. 51:1260), authorized under Act 365 (HB 461) of the 2025 Regular Session.  
 This Act directs deposits into the fund to support economic development initiatives, including major events that provide measurable economic impact and tourism benefits to the State of Louisiana. LED is seeking approval by the JLCB to appropriate \$1,000,000 from the Major Events Incentive Fund to support the Zurich Classic of New Orleans, a qualified major event under R.S. 51:1260 (as a PGA Tour-sanctioned event), with the FORE Kids Foundation as the ultimate recipient.  
 This event meets the program's statutory criteria and demonstrates proven economic and tourism benefits, including the historical generation of more than \$60 million in annual economic impact as well as significant charitable contributions.  
 This request and appropriation are contingent upon JLCB approval for LED to enter into a contract for this qualified event.  
 Currently, LED has \$20,250,000 appropriated from the Major Events Incentive Fund.

2. Enter the financial impact of the requested adjustment for the next four fiscal years.

MEANS OF FINANCING OR EXPENDITURE	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
<b>GENERAL FUND BY:</b>					
DIRECT	\$0	\$0	\$0	\$0	\$0
INTERAGENCY TRANSFERS	\$0	\$0	\$0	\$0	\$0
FEES & SELF-GENERATED	\$0	\$0	\$0	\$0	\$0
STATUTORY DEDICATIONS	\$1,000,000	\$0	\$0	\$0	\$0
FEDERAL	\$0	\$0	\$0	\$0	\$0
<b>TOTAL</b>	<b>\$1,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

3. If this action requires additional personnel, provide a detailed explanation below:  
 This action does not require additional personnel.

4. Explain why this request can't be postponed for consideration in the agency's budget request for next fiscal year.  
 The Zurich Classic of New Orleans is scheduled for April 2026 in New Orleans, and an expenditure of funds will be required before June 30, 2026, to cover eligible event costs such as planning, marketing, and operations. Postponement would risk the event's viability or reduced economic impact, as timely funding is essential for competitive site commitments and tourism promotion.

5. Is this an after the fact BA-7, e.g., have expenditures been made toward the program this BA-7 is for? If yes, explain per PPM No.52.  
 No. Failure to approve this BA-7 would cause a negative economic impact to the State, as the Zurich Classic is projected to generate over \$60 million in economic activity, including visitor spending, job creation, and media exposure, based on prior years' independent analyses.

**STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

**PERFORMANCE IMPACT OF MID-YEAR BUDGET ADJUSTMENT**

1. Identify and explain the programmatic impacts (positive or negative) that will result from the approval of this BA-7.

Approval of this BA-7 will positively impact LED's Debt Service/State Commitments Program by providing support for the Zurich Classic, a major event that generates measurable economic activity, increases statewide tourism, and strengthens Louisiana's competitive position in the major events market. The event historically contributes to charitable causes via the FORE Kids Foundation and boosts local economies through visitor influx. There are no negative programmatic impacts associated with approving this BA-7.

2. Complete the following information for each objective and related performance indicators that will be affected by this request. *(Note: Requested adjustments may involve revisions to existing objectives and performance indicators or creation of new objectives and performance indicators. Repeat this portion of the request form as often as necessary.)*

OBJECTIVE:				
LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT FY 2025-2026	ADJUSTMENT (+) OR (-)	REVISED FY 2025-2026

JUSTIFICATION FOR ADJUSTMENT(S): Explain the necessity of the adjustment(s).  
No adjustments to performance indicators are necessary, as this BA-7 aligns with existing program metrics for economic impact from major events (e.g., tourism revenue and job creation tracked via post-event reports).

3. Briefly explain any performance impacts other than or in addition to effects on objectives and performance indicators. *(For example: Are there any anticipated direct or indirect effects on program management or service recipients? Will this BA-7 have a positive or negative impact on some other program or agency?)*

This BA-7 does not have impact performance indicators

4. If there are no performance impacts associated with this BA-7 request, then fully explain this lack of performance impact.

This BA-7 will have a positive economic impact on the State by attracting tourism for the Zurich Classic, projected to generate over \$60 million in combined economic activity.

5. Describe the performance impacts of failure to approve this BA-7. (Be specific. Relate performance impacts to objectives and performance indicators.)

Failure to approve this BA-7 would have a potential negative economic impact to the State, as revenue from tourism, media exposure, and related activities would be diminished, potentially affecting overall program goals for economic development and tourism under the Major Events Incentive Program.

STATE OF LOUISIANA  
 DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
 REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

**PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

PROGRAM 1 NAME: LED Debt Service/State Commitments

MEANS OF FINANCING:	CURRENT FY 2025-2026	REQUESTED ADJUSTMENT	REVISED FY 2025-2026	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
<b>GENERAL FUND BY:</b>							
Direct	\$23,440,122	\$0	\$23,440,122	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Statutory Dedications **	\$320,440,816	\$1,000,000	\$321,440,816	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL MOF</b>	<b>\$343,880,938</b>	<b>\$1,000,000</b>	<b>\$344,880,938</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXPENDITURES:</b>							
Salaries	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$343,880,938	\$1,000,000	\$344,880,938	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$343,880,938</b>	<b>\$1,000,000</b>	<b>\$344,880,938</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>POSITIONS</b>							
Classified	0	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Other Charges Positions	0	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>*Dedicated Fund Accounts:</b>							
Reg. Fees & Self-generated	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>**Statutory Dedications:</b>							
Louisiana Economic Development Fund (ED6)	\$64,693,675	\$0	\$64,693,675	\$0	\$0	\$0	\$0
Louisiana Economic Development Initiatives Fund (EDS)	\$9,417,400	\$0	\$9,417,400	\$0	\$0	\$0	\$0
Major Events Incentive Fund (CTB)	\$20,250,000	\$1,000,000	\$21,250,000	\$0	\$0	\$0	\$0
Rapid Response Fund (EDR)	\$146,079,741	\$0	\$146,079,741	\$0	\$0	\$0	\$0
Site Investment and Infrastructure Improvement Fund (EDT)	\$80,000,000	\$0	\$80,000,000	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0

STATE OF LOUISIANA  
 DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
 REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT						
PROGRAM 1 NAME: <u>LED Debt Service/State Commitments</u>						
MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
<b>AMOUNT</b>	\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000
<b>EXPENDITURES:</b>						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,000,000</b>	<b>\$0</b>	<b>\$1,000,000</b>
<b>OVER / (UNDER)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>POSITIONS</b>						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

## **BA-7 QUESTIONNAIRE**

### **GENERAL PURPOSE**

1. This BA-7 requests an increase in Statutory Dedication funds from the Major Events Incentive Fund (R.S. 51:1260), authorized under Act 365 (HB 461) of the 2025 Regular Session, to support major events with demonstrated economic and tourism benefits to Louisiana.

LED is seeking approval by the JLCB to appropriate \$1,000,000 from the Major Events Incentive Fund to support the Zurich Classic of New Orleans, a qualified major event under R.S. 51:1260 (as a PGA Tour-sanctioned event), with the FORE Kids Foundation as the ultimate recipient.

This request is contingent upon JLCB approval for LED to enter into a contract for this qualified event.

### **REVENUES**

**(Explain the Means of Financing. Provide details including Source, authority to spend, etc.)**

1. **If STATE GENERAL FUND**

There is no State General Fund Revenues associated with this BA-7

2. **If IAT**

There is no IAT Revenues associated with this BA-7

3. **If Self-Generated Revenues**

There is no Self-Generated Revenues associated with this BA-7

4. **If Statutory Dedications**

The source of funding is Statutory Dedications from the Major Events Incentive Fund (R.S. 51:1260), per Act 365 (HB 461) of the 2025 Regular Session. LED currently has \$20,250,000 appropriated from this fund.

LED is requesting is \$1,000,000 for the 2026 Zurich Classic of New Orleans, a qualified major event under R.S. 51:1260 (as a PGA Tour-sanctioned event), with the FORE Kids Foundation as the ultimate recipient. The unappropriated Treasury balance as of March 12, 2026 is \$7,357,095.

5. **If Interim Emergency Board Appropriations**

There is no Interim Emergency Board Appropriations

6. **If Federal Funds**

There is no Federal Funds associated with this BA-7

7. **All Grants:**

There is no Grant Funds associated with this BA-7

## **EXPENDITURES**

These funds will be applied for the purposes of planning, executing and the hosting of the 2026 Zurich Classic of New Orleans, a qualified major event under R.S. 51:1260 (as a PGA Tour-sanctioned event), with the FORE Kids Foundation as the ultimate recipient. This event meets the program's statutory criteria, demonstrating proven economic and tourism benefits, including historical generation of over \$60 million in annual economic impact and significant charitable contributions.

## **OTHER**

### **Kathy Blankenship**

Deputy Undersecretary, Office of Management and Finance  
Louisiana Economic Development  
[Kathy.Blankenship@LA.GOV](mailto:Kathy.Blankenship@LA.GOV)  
225.342.9658

### **Anne G. Villa, CEcD**

Deputy Secretary  
Louisiana Economic Development  
[Anne.Villa@LA.GOV](mailto:Anne.Villa@LA.GOV)  
225.342.5395

# Agenda Item No. 3

## Facility Planning and Control Agenda

**DIVISION OF ADMINISTRATION  
Facility Planning & Control**

**JOINT LEGISLATIVE COMMITTEE  
ON THE  
BUDGET**

**Briefing Book**

**FOR**

**March 2026**

**TABLE OF CONTENTS**  
**JOINT LEGISLATIVE COMMITTEE ON THE BUDGET**  
**March 2026**

1. **Military Supplemental Approval (Act 2 of 2025)**  
Approval of Increased Funding for Louisiana Military Department, Convert Building 2033 to 122<sup>nd</sup> Cyber Squadron (Orleans)
  
2. **Reporting of Change Orders over \$50,000 and Under \$250,000**
  - A. **(CO #13) Roof Replacement**  
Agricultural Metal Building  
Louisiana State University  
Baton Rouge, LA  
Project No. 19-671-22-01, F.19002452
  
  - B. **(CO #01) Air Handling Unity & Building Controls Replacement**  
Isaac Greggs Band Building  
Baton Rouge, LA  
Project No. 01-107-18-02, F.01004278
  
  - C. **(CO #01) Athletic Academic Training and Ancillary Athletic Facility**  
Southeastern Louisiana University  
Hammond, LA  
Project No. 19-634-21-01, F.19002386

State of Louisiana  
Office of Facility Planning and Control

Jeff Landry  
Governor

Taylor F. Barras  
Commissioner of Administration



Division of Administration  
P.O. Box 94095  
Baton Rouge, Louisiana 70804-9095  
Phone (225) 342-0820  
Fax (225) 342-7624

March 19, 2026

The Honorable Jack McFarland, Chairman  
Joint Legislative Committee on the Budget  
Post Office Box 44294, Capitol Station  
Baton Rouge, Louisiana 70804

**Re: Supplemental Funds Request**

**Louisiana Military Department  
Convert Building 2033 to 122<sup>nd</sup> Cyber Squadron  
(Orleans)**

Dear Chairman McFarland:

Act 2 of 2025 appropriated \$20,600,000 payable from Federal Funds to the Louisiana Military Department Convert Building 2033 to 122<sup>nd</sup> Cyber Squadron Capital Outlay project.

Facility Planning and Control is requesting that the appropriation payable from Federal Funds in Act 2 of 2025 be increased by \$9,100,000 from \$20,600,000 to \$29,700,000. The increase will allow for funding authority sufficient to initiate design to start on the new construction of a Sensitive Compartmented Information Facility (SCIF) for the 122<sup>nd</sup> Cyber Operations Squadron (COS) at the Jackson Barracks Readiness Installation Building 2033.

Please place this item on the agenda of the next meeting of the Committee.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Baker".

Matthew H. Baker  
Director, Facility Planning & Control

Approved: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Taylor F. Barras".

Taylor F. Barras  
Commissioner of Administration

cc: John A. Carmouché Jr., Louisiana Military Department  
Cheryl Cloud, FPC  
File

1	(574068)	Louisiana National Guard Readiness Center Complex,	
2	<b>MILITARY</b>	Abbeville LA, Planning and Construction	
3		(Vermilion)	
4		Payable from General Obligation Bonds	
5		Priority 1	\$ 5,598,703 <b>CLOC 7.17.25</b>
6		Payable from State General Fund (Direct) Non-Recurring	
7		Revenues	\$ 2,350,000
8		Total	<u>\$ 7,948,703</u>
9	(574888)	Louisiana Military Department Conference Center at	
10	<b>MILITARY</b>	Jackson Barracks	
11		(Orleans)	
12		Payable from State General Fund (Direct) Non-Recurring	
13		Revenues	<u>\$ 2,000,000</u>
14	(575542)	At-Risk Youth Education Center of Excellence - Gillis W.	
15	<b>MILITARY</b>	Long Center	
16		(Iberville)	
17		Payable from General Obligation Bonds	
18		Priority 5	<u>\$ 10,000,000</u> <b>NLOC 10.16.25</b>
19	(575544)	Historical Garrison Preservation - Jackson Barracks	
20	<b>MILITARY</b>	(Orleans)	
21		Payable from General Obligation Bonds	
22		Priority 5	\$ 3,540,000 <b>NLOC 10.16.25</b>
23		Payable from State General Fund (Direct) Non-Recurring	
24		Revenues	\$ 975,000
25		Total	<u>\$ 4,515,000</u>
26	(575547)	Multi-Purpose Machine Gun (MPMG) Range - Training	
27	<b>MILITARY</b>	Center Pineville	
28		(Rapides)	
29		Payable from General Obligation Bonds	
30		Priority 5	\$ 7,875,000 <b>NLOC 10.16.25</b>
31		Payable from State General Fund (Direct) Non-Recurring	
32		Revenues	\$ 875,000
33		Total	<u>\$ 8,750,000</u>
34	(576328)	Automated Record Fire (ARF) Range - Training Center	
35	<b>MILITARY</b>	Pineville	
36		(Rapides)	
37		Payable from Federal Funds	<u>\$ 7,000,000</u>
38	(576347)	Convert Building 2033 to 122nd Cyber Squadron	
39	<b>MILITARY</b>	(Orleans)	
40		Payable from Federal Funds	<u>\$ 20,600,000</u>
41	<b>01/124</b>	<b>LOUISIANA STADIUM AND EXPOSITION DISTRICT</b>	
42	(576059)	Bayou Segnette Sports Complex Improvements,	
43	<b>LSED</b>	Including Hall B Expansion, Planning and Construction	
44		(Jefferson)	
45		Payable from the Louisiana Economic Development	
46		Initiatives Fund	<u>\$ 500,000</u>
47	(576060)	Zephyr Field Improvements, Planning and Construction	
48	<b>LSED</b>	(Jefferson)	
49		Payable from General Obligation Bonds	
50		Priority 1	\$ 5,000,000 <b>CLOC 7.17.25</b>
51		Priority 5	\$ 10,000,000 <b>NLOC 7.17.25</b>
52		Payable from the Louisiana Economic Development	
53		Initiatives Fund	\$ 7,500,000
54		Total	<u>\$ 22,500,000</u>

1. COMPONENT ANG	FY 2028 MILITARY CONSTRUCTION PROJECT DATA (computer generated)		2. DATE SEE SIGNATURE	
3. INSTALLATION AND LOCATION JACKSON BARRACKS ANG STATION, LOUISIANA		4. PROJECT TITLE CYBER A31 REPAIR ADMINISTRATION BUILDING 2033		
5. PROGRAM ELEMENT 52276F	6. CATEGORY CODE 171-447	7. PROJECT NUMBER LSBC242301	8. PROJECT COST (\$000) \$27,000	
9. COST ESTIMATES				
ITEM	U/M	QUANTITY	UNIT COST	COST (\$000)
REPAIR ADMINISTRATION BUILDING 2033	SF	12,600		19,324
REPAIR FOR CYBER OPERATIONS (522)	SF	8,600	1,090	( 9,374)
REPAIR FOR CYBER ADMINISTRATION (522)	SF	4,000	1,090	( 4,360)
CYBER SECURITY MEASURES (522)	SF	8,600	650	( 5,590)
SUPPORTING FACILITIES				5,975
UTILITIES (522)	LS			( 1,700)
ELECTRICAL SYSTEM (522)	LS			( 1,200)
ELECTRICAL TRANSFORMER (522)	LS			( 400)
COMMUNICATION SUPPORT (522)	LS			( 800)
EMERGENCY POWER GENERATOR (522)	LS			( 500)
SUSTAINABILITY AND ENERGY (522)	LS			( 1,000)
DEMOLITION	SF	5,000	75	( 375)
TOTAL CONTRACT COST				25,299
SUPERVISION, INSPECTION AND OVERHEAD (6%)				1,518
TOTAL REQUEST				26,817
TOTAL REQUEST (ROUNDED)				27,000
REPAIR, RESTORATION & MODERNIZATION (EIC 522)				(27,000)
EQUIPMENT FROM OTHER APPROPRIATIONS (NON-ADD)	CHAD	R. CALLAN	GS-15, DAH, P.E.	(10,000)
		Associate Director, Engineering		
<p>10. Description of Proposed Construction: Repair existing Administration Building 2033 on Jackson Barracks to house Cyber Warfare Operations. Provide cyber operations space within the existing building, to include high bay area. Bring all spaces up to appropriate security levels. Repair communications room to accommodate servers and equipment. Provide all supporting electrical, mechanical, security, fire suppression and communications supporting infrastructure. Provide emergency power systems and standby generator connection. Special Requirements: Seismic Construction, Tempest Shielding, Security Fencing, Secure Space, Emergency Power, mechanical system to accommodate extensive computer and communications equipment, allied support for security and intrusion detection equipment.</p> <p>Air Conditioning: 100 Tons</p>				
<p>11. REQUIREMENT: 12,600 SF ADEQUATE: 0 SF SUBSTANDARD: 12,600 SF</p> <p><u>PROJECT:</u> Cyber Appendix 31 Repair Administration Building 2033 (New Mission)</p> <p><u>REQUIREMENT:</u> The 122nd Cyber Squadron requires an adequately sized and configured controlled space and operational support area to conduct training and operations for the new Cyber Protection Team Squadron. Building 2033 requires modernization of existing communications support and infrastructure, electrical systems, and environmental control systems. The existing communications room is undersized and does not have adequate cooling. The room will require expansion, modernized electrical support, and additional cooling. Electrical infrastructure will require modernization to meet current code and criteria, and be capable of supporting additional equipment enroute to the facility. Fire suppression will be required to be modified to provide suppression inside the secure spaces.</p> <p><u>CURRENT SITUATION:</u> The installation lacks adequate space to meet full operational capability requirements of the Cyber-Warfare mission. The existing administration building 2033 is not configured for the new mission, the communications and electrical infrastructure is lacking and the emergency power and other supporting systems are lacking as well.</p>				

1. COMPONENT ANG	FY 2028 MILITARY CONSTRUCTION PROJECT DATA (computer generated)	2. DATE SEE SIGNATURE								
3. INSTALLATION AND LOCATION JACKSON BARRACKS ANG STATION, LOUISIANA										
4. PROJECT TITLE CYBER A31 REPAIR ADMINISTRATION BUILDING 2033	7. PROJECT NUMBER LSBC242301									
<p><b>IMPACT IF NOT PROVIDED:</b> The 122nd Cyber Squadron will be unable to reach Full Operating Capability (FOC) without a facility that includes the required controlled space from which to operate. Having the required controlled space is necessary for the team to receive the intel and perform the training required to perform the cyber mission. The squadron is required for the ANG to meet their mobilization requirements, IAW SECAF direction.</p>										
<p><b>ADDITIONAL:</b> The Plant Replacement Value for the facility is \$76.6 million providing a replacement value of \$107.2 million. The project repair cost of \$27.0 million is 25.2% of the \$107.2 million estimated cost of a military construction project to replace the facility. An economic analysis is not required based on AFI32-1020, Planning and Programming Built Infrastructure Projects, paragraph 2.4.8.1.2, since the repair cost was not greater than 75% of the estimated cost of a construction project to replace the facility. Seismic evaluation or compliance measures are not required. The scope of this project complies with the seismic rule. Significant facility changes required by Antiterrorism (AT) Measures are not necessary based on the 50% repair-to-replacement ratio. The scope of this project complies with AT requirements. Significant facility changes required by Fire Protection measures are not necessary based on the 50% repair-to-replacement ratio. The scope of this project complies with NFPA requirements. This project does not fall within or partly within the 100-year floodplain.</p>										
<p>The completion of the primary facility is needed in FY28 to meet mission FOC. The Louisiana Army National Guard owns Building 2033 which will be transferred to the Air National Guard through real property license and permit. The proposed repairs are not a standard design as it conforms to unique cyber mission requirements. Construction estimates incorporate special costs to include physical and communications emissions security. Additionally, construction estimates include Post Construction Contract Award Services.</p>										
<p><b>GROWTH OFFSET:</b> The footprint growth offset requirement for this project is 12,600 sf (1170 sm). 12,929 sf (1,201 sm) are being provided via divestment of 122nd ASOS Building 556 (7,506 sf / 697 sm) and Building 557 (5,423 sf / 504 sm) to the LA Army Guard.</p>										
<p>The Base Civil Engineer (BCE) has reviewed this document and certifies it is complete and accurate, and is compliant with appropriate statute(s) and instructions. The BCE has validated the project's primary and supporting costs as well as work classification and fully coordinated the planned work with the user and other appropriate agencies.</p>										
<table border="0"> <tr> <td>Cat Code</td> <td>Requirement</td> <td>Adequate</td> <td>Substandard</td> </tr> <tr> <td>171-447 CYBER OPERATIONS SQUADRON</td> <td>12,600 SF</td> <td>0 SF</td> <td>12,600 SF</td> </tr> </table>	Cat Code	Requirement	Adequate	Substandard	171-447 CYBER OPERATIONS SQUADRON	12,600 SF	0 SF	12,600 SF		
Cat Code	Requirement	Adequate	Substandard							
171-447 CYBER OPERATIONS SQUADRON	12,600 SF	0 SF	12,600 SF							



# State of Louisiana

JEFF M. LANDRY  
GOVERNOR

LOUISIANA NATIONAL GUARD  
OFFICE OF THE ADJUTANT GENERAL  
6400 St. Claude Avenue  
Jackson Barracks  
New Orleans, LA 70117

THOMAS C. FRILOUX  
BRIGADIER GENERAL  
THE ADJUTANT GENERAL

February 6, 2026

Louisiana Division of Administration  
Facility Planning and Control  
Director, Mr. Matt Baker  
1201 N. Third Street, Suite 7-160  
Baton Rouge, LA 70804-9095

Dear Mr. Baker,

REF: Joint Legislative Committee on the Budget (JLCB) Request to increase Fiscal Year 2026-27 Louisiana Military Department Capital Outlay Budget Request – 1) Convert Building 2033 to 122nd Cyber Squadron Capital Outlay Project

The Louisiana Military Department requests a Budget increase in Federal Funds from \$20,600,000 (2025 HB2 Request), to \$29,700,000 for Louisiana Military Department - Convert Building 2033 to 122nd Cyber Squadron Capital Outlay Project:

- Justification for this request is that the National Guard Bureau has approved \$27,000,000 for the Approved for Construction (AFC) cost on the Department of Defense Form 1391 signed on January 28, 2026. The estimate planning and design cost will be estimate at 10% (\$2,700,000) of the AFC. This will bring the total amount for the project to \$29,700,000. The Louisiana National Guard anticipates the selection of the project for incremental planning and design contingent on funding and has been given an increase in programming costs for Design and Construction. \$20,600,000 in payable from Federal Funds was requested and approved by the House Bill #2 in July 2025. The project is awaiting initial design funding / authorization. The project is potentially scheduled for May 20, 2026, Louisiana Architecture Selection Board (LASB).

The requested increase shall give the Louisiana Military Department the capacity to receive additional federal funding from the National Guard Bureau through the Louisiana United States Property & Fiscal Office (USPFO) and Construction & Facilities Management Office, to ensure the 122nd Cyber Squadron will be able to reach Full Operating Capability (FOC) with a facility that includes the required controlled space from which to operate.

Point of contact for this memorandum is the undersigned at (318) 290-5396.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Carmouche Jr." with a stylized flourish.

John A. Carmouche' Jr  
Lieutenant Colonel (Ret)  
Louisiana Military Department  
Director, Contracting & Purchasing

State of Louisiana  
Office of Facility Planning and Control

Jeff Landry  
Governor

Taylor F. Barras  
Commissioner of Administration



Division of Administration  
P.O. Box 94095  
Baton Rouge, Louisiana 70804-9095  
Phone (225) 342-0820  
Fax (225) 342-7624

February 25, 2026

The Honorable Jack McFarland, Chairman  
Joint Legislative Committee on the Budget  
Post Office Box 44294, Capitol Station  
Baton Rouge, Louisiana 70804

**RE: Reporting of Change Orders over \$50,000 and Under \$250,000**

Dear Chairman McFarland:

In accordance with R.S. 39:126, any change order in excess of fifty thousand dollars but less than two hundred fifty thousand dollars shall be submitted to the Joint Legislative Committee on the Budget for review but shall not require committee approval. Pursuant to this authority, Facility Planning & Control has issued change orders which are itemized on the attached list.

Please place this item on the agenda of the next meeting of the Committee.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Baker".

Matthew H. Baker  
Director

Approved: \_\_\_\_\_

A handwritten signature in blue ink, appearing to read "Taylor F. Barras".  
Taylor F. Barras

CC: Janelle Kirvin, FPC  
Margaret Hill, FPC  
Colleen Gill, OPB  
Samuel Roubique, OPB  
Matt Gillen, OPB  
Julia Gradney, OPB  
Brittany Lea, House Fiscal Division  
Alison Pryor, House Fiscal Division  
Daniel Waguespack, House Fiscal Division  
Bobbie Hunter, Senate Fiscal Division  
Raynel Gascon, Senate Fiscal Division  
Lily Dugas, Senate Fiscal Division

**JLCB Summary**  
**Reporting of Change Orders over \$50,000 and under \$250,000**  
**March 19, 2026**

**Roof Replacement,  
Agricultural Metal Building  
Louisiana State University  
Baton Rouge, Louisiana**

**Project No. 19-671-22-01, F.19002452**

**State ID: S10032**

**Site Code: 2-17-014**

**Date of Contract: July 3, 2025**

**Original Contract Amount: \$832,900.00**

**Changes by previous change orders:**

Change Order 01:	\$14,674.00	(Executed 10.02.25)
Change Order 02:	\$43,568.00	(Executed 10.22.25)

**Current Contract Sum: \$891,142.00**

**Contract amount increased by this change order:**

Change Order 03:	\$199,714.00	(Executed 01.16.26)
------------------	--------------	---------------------

**New Contract Sum: \$1,090,856.00**

Change Order No. 03 was executed in the amount of \$199,714.00 to provide for additional installation and removal of previously undetected damaged flooring tiles, ceiling tiles, walls, wall bases, and to abate a section of existing VCT flooring and mastic that was not previously identified and addressed in the original contract. The change order costs will be covered by existing construction contingency.

EP  
10/28

Minor  
JWG

### Facility Planning & Control CHANGE ORDER

PROJECT NAME: Roof Replacement, Agricultural Metal Building, Louisiana State University, Baton Rouge, Louisiana ✓ CHANGE ORDER No. 1 ✓

PROJECT NUMBER: 19-671-22-01 ✓ WBS No. F.19002452 ✓ CONTRACT DATE: 7/3/2025 ✓

CONTRACTOR: J.W. Grand, LLC CFMS / SRM No(s). 4400032992 ✓

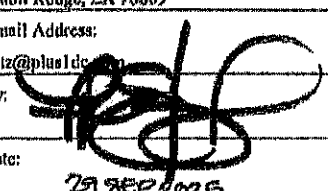
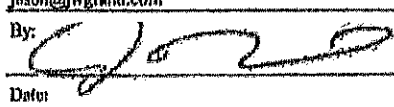
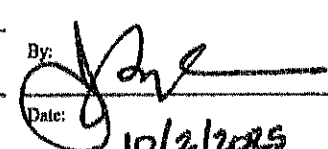
SITB CODE: 2-17-014 STATE ID: S10032 NOTICE TO PROCEED DATE: 07/1/25 ✓

You are directed to make the following change(s) in this contract. Attach SUMMARY, BREAKDOWN and/or UNIT PRICE BREAKDOWN forms as required and give a brief description of the change(s) below.

2x framing and sheathing substrate for hardie-cement board siding per detail issued in response to RFI #004 - Hardie-Cement Board Siding Attachment.

The Original Contract Sum	\$832,900.00 ✓
Total Changes by Previous Change Order(s)	
Current Contract Sum	\$832,900.00 ✓
Contract Sum will be (increased) (decreased) (unchanged) by this Change Order	\$14,674.00 ✓
New Contract Sum	\$847,574.00 ✓
The Original Contract Completion Date and Contract Time	Date: ✓ 10/9/2025 90 DAYS ✓
Total Time extended by Previous Change Order(s)	DAYS
Contract Time will be (increased) (decreased) (unchanged) by this Change Order	5 DAYS ✓
New Contract Completion Date & Revised Contract Time	Date: ✓ 10/14/2025 95 DAYS ✓
Added Building Area	(Sq. Ft.)

NOTE: No additional increase in time or money will be considered for a Change Order item after it has been executed.

RECOMMENDED Designer's Name: <u>Plus One Design</u> Address: <u>7618 Old Hammond Hwy, Baton Rouge, LA 70809</u> Email Address: <u>friz@plus1dc.com</u> By:  Date: <u>29 SEP 2025</u>	ACCEPTED Contractor's Name: <u>J.W. Grand, LLC</u> Address: <u>5940 Perkins Road Baton Rouge, LA 70808</u> Email Address: <u>jason@jwgrand.com</u> By:  Date: <u>9/29/2025</u>	APPROVED Project Manager: <u>JAMES PUGH</u> Facility Planning & Control By:  Date: <u>10/2/2025</u>
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#### FACILITY PLANNING AND CONTROL USE ONLY

Classification	Amount	Classification	Amount
Omission (Type "O")*	_____	Miscellaneous (Type "M")	<u>\$14,674.00</u>
Error (Type "E")*	_____	Owner Requested (Type "R")	_____
		Senior Manager/Assistant Director approval:	_____

#### COMMENTS:

\_\_\_\_\_

**JLCB Summary**  
**Reporting of Change Orders over \$50,000 and under \$250,000**  
**March 19, 2026**

**Air Handling Unit & Building Controls Replacement**  
**Isaac Greggs Band Building**  
**Southern University**  
**Baton Rouge, Louisiana**

**Project No. 01-107-18-02, F.01004278**  
**19-671-22-01, F.19002600 (Supplement)**  
**19-615-16-01, F.19002654 (Supplement)**

**State ID: S02216**  
**Site Code: 2-17-038**  
**Date of Contract: June 13, 2024**

**Original Contract Amount: \$715,000.00**

**Changes by previous change orders:**

Change Order 01: \$63,418.00 (Executed 09.18.25)

**Current Contract Sum: \$778,418.00**

**Contract amount increased by this change order**

Change Order 02: \$66,655.00 (Executed 01/23/2026)

**New Contract Sum: \$845,073.00**

Change Order 02 increased the contract amount due to the presence of mold at the existing ceiling. The existing ceiling grid and tiles in the affected area were abated and replaced with new grid and tiles. The increase of \$66,655.00 includes material and labor costs associated with all items. The change order costs will be covered by existing construction contingency.

MATSON CO  
 TP

## Facility Planning & Control CHANGE ORDER

PROJECT NAME: Air Handling Unit & Building Controls Replacement, Isaac Croggs Band Building, Southern University, Baton Rouge, Louisiana CHANGE ORDER No. 2

PROJECT NUMBER: 01-107-18-02 & 19-671-22-01 (S) WBS No. F.01004278 & F.19002600 (S) CONTRACT DATE: 6/13/2024

CONTRACTOR: Gallo Mechanical, L.L.C. ~ F.19002654(S) CFMS / SRM No(s): 4400029932

SITE CODE: 2-17-038 STATE ID: S02216 NOTICE TO PROCEED DATE: 07/08/24

You are directed to make the following change(s) in this contract. Attach SUMMARY, BREAKDOWN and/or UNIT PRICE BREAKDOWN forms as required and give a brief description of the change(s) below.  
 Provide all material, dumpsters, labor and supervision to replace the ceiling tiles in all of the perimeter rooms. Duration of the scope (3 weeks).

The Original Contract Sum	\$715,000.00
Total Changes by Previous Change Order(s)	\$63,418.00
Current Contract Sum	\$778,418.00
Contract Sum will be (increased) ( <del>decreased</del> ) ( <del>unchanged</del> ) by this Change Order	\$66,655.00
New Contract Sum	\$845,073.00

The Original Contract Completion Date and Contract Time.	Date: <u>7/8/2025</u>	365 DAYS
Total Time extended by Previous Change Order(s)		115 DAYS
Contract Time will be (increased) ( <del>decreased</del> ) ( <del>unchanged</del> ) by this Change Order	<u>93</u> c.c.	115 DAYS
New Contract Completion Date & Revised Contract Time	Date: <u>2/2/2026</u>	595 DAYS

Added Building Area \_\_\_\_\_ (Sq. Ft.)

*NOTE: No additional increase in time or money will be considered for a Change Order item after it has been executed.*

<b>RECOMMENDED</b>	<b>ACCEPTED</b>	<b>APPROVED</b>
Designer's Name:	Contractor's Name:	Project Manager:
<u>Parish Engineering, LLC</u>	<u>Gallo Mechanical, L.L.C.</u>	<u>Cheryl Cloud</u>
Address:	<u>4141 Bienville St., Ste. 100</u>	<u>Facility Planning &amp; Control</u>
<u>1450 Seaboard Dr.</u>	<u>New Orleans, LA 70119</u>	
<u>Baton Rouge, LA 70810</u>		

By: <u>Grant McIntyre</u>	By: <u>JARROD BAKER</u>	By: <u>Cheryl Cloud</u>
Date: <u>01/23/2026</u>	Date: <u>1/23/26</u>	Date: <u>1/23/2026</u>

**FACILITY PLANNING AND CONTROL USE ONLY**

Classification	Amount	Classification	Amount
Omission (Type "O")*	_____	Miscellaneous (Type "M")	_____
Error (Type "E")*	_____	Owner Requested (Type "R")	\$ 66,655

Senior Manager/Assistant Director approval: [Signature]

COMMENTS:

July 2021 CO-1

**JLCB Summary**  
**Reporting of Change Orders over \$50,000 and under \$250,000**  
**March 19, 2026**

**Athletic Academic Training and Ancillary Athletic Facility**  
**Southeastern Louisiana University**  
**Hammond, Louisiana**

**Project No. 19-634-21-01, F.19002386**

**State ID: S03244**  
**Site Code: 2-53-004**

**Original Contract Amount: \$21,217,000.00**

**Contract amount increased by this change order:**

**Change Order #01 \$53,700.00 (Executed 12.18.25)**

**New Contract Sum: \$21,270,700.00**

Change Order No. 01 was executed in the amount of \$53,700.00 which included 3 items as a result of the following changes: unsuitable soils being discovered by the Contractor, a termite-infested pine in direct conflict with the routing of the sewer system, and a previously undetected existing live gas line was located within the planned routing of the storm drainage system.

The increase of \$53,700.00 includes all material, labor, and equipment costs associated with all items listed above. The change order costs are covered by existing project contingency.

MAJOR CO  
CP

## Facility Planning & Control CHANGE ORDER

PROJECT NAME: Air Handling Unit & Building Controls Replacement, Isaac Greggs Band Building, Southern University, Baton Rouge, Louisiana CHANGE ORDER No. 2

PROJECT NUMBER: 01-107-18-02 & 19-671-22-01 (S) WBS No. F.01004278 & F.19002600 (S) CONTRACT DATE: 6/13/2024

CONTRACTOR: Gallo Mechanical, L.L.C. F.19002654(S) CFMS / SRM No(s): 4400029932

SITE CODE: 2-17-038 STATE ID: 502216 NOTICE TO PROCEED DATE: 07/08/24

You are directed to make the following change(s) in this contract. Attach SUMMARY, BREAKDOWN and/or UNIT PRICE BREAKDOWN forms as required and give a brief description of the change(s) below.  
Provide all material, dumpsters, labor and supervision to replace the ceiling tiles in all of the perimeter rooms. Duration of the scope (3 weeks).

The Original Contract Sum	<u>\$715,000.00</u>
Total Changes by Previous Change Order(s)	<u>\$63,418.00</u>
Current Contract Sum	<u>\$778,418.00</u>
Contract Sum will be (increased) (decreased) (unchanged) by this Change Order	<u>\$66,655.00</u>
<b>New Contract Sum</b>	<b><u>\$845,073.00</u></b>

The Original Contract Completion Date and Contract Time.	Date: <u>7/8/2025</u>	<u>365 DAYS</u>
Total Time extended by Previous Change Order(s)		<u>115 DAYS</u>
Contract Time will be (increased) (decreased) (unchanged) by this Change Order	Date: <u>2/2/2026</u> <sup>93 c.c.</sup>	<u>115 DAYS</u>
<b>New Contract Completion Date &amp; Revised Contract Time</b>		<b><u>595 DAYS</u></b>

Added Building Area \_\_\_\_\_ (Sq. Ft.)

*NOTE: No additional increase in time or money will be considered for a Change Order item after it has been executed.*

<b>RECOMMENDED</b>	<b>ACCEPTED</b>	<b>APPROVED</b>
Designer's Name:	Contractor's Name:	Project Manager:
<u>Parish Engineering, LLC</u>	<u>Gallo Mechanical, L.L.C.</u>	<u>Cheryl Cloud</u>
Address:	<u>4141 Bienville St., Ste. 100</u>	<u>Facility Planning &amp; Control</u>
<u>1450 Seaboard Dr.</u>	<u>New Orleans, LA 70119</u>	
<u>Baton Rouge, LA 70810</u>		

Grant McIntyre	<b>JARROD BAKER</b>	
By: <u>Grant McIntyre</u>	By: <u>Jarrod Baker</u>	By: <u>Cheryl Cloud</u>
Date: <u>01/23/2026</u>	Date: <u>1/23/26</u>	Date: <u>1/23/2026</u>

**FACILITY PLANNING AND CONTROL USE ONLY**

Classification	Amount	Classification	Amount
Omission (Type "O")*	_____	Miscellaneous (Type "M")	_____
Error (Type "E")*	_____	Owner Requested (Type "R")	<u>\$ 66,655</u>

Senior Manager/Assistant Director approval: [Signature]

COMMENTS:

# Agenda Item No. 4

## Legislative Intent

### §653. Duties and functions

A. The committee shall make such study and examination of the matters pertaining to the budgeting and fiscal affairs of the state and its political subdivisions, their funds, revenues, expenditures, and any other financial affairs of the state and of its political subdivisions as may be deemed desirable by the committee or the legislature. The committee may also study and examine all requests for professional, personal, social service, and consulting service contracts to determine the impact of privatizing state government programs, functions, or activities. The committee shall make such reports of its findings and recommendations with regard to such matters to the legislature upon its request or as is deemed advisable by the committee.

B. Prior to and during each regular session of the legislature, the joint committee may make such studies and hold such hearings with respect to budget requests or statements and with respect to the executive budget as it shall deem appropriate and are necessary to carry out its duties and functions.

C. Following the review, analysis, and study of the proposed executive budget, the committee shall submit its findings and recommendations thereon to the members of the legislature not later than two weeks prior to each regular session of the legislature.

D. The committee shall make such continuing study and examination of matters pertaining to the budgeting of the state revenues and their expenditures, and the fiscal affairs of the state and its agencies, and shall make quarterly reports and recommendations to the legislature and such other reports as the committee or the legislature deems advisable.

E. The committee shall interpret the legislative intent respecting all fiscal and budgetary matters of the state and conduct general oversight and review of the budget execution processes of the various budget units and other agencies of the state when necessary.

F. The committee shall study, review, and approve or disapprove all transfers of funds from one program specified in the allotments established in each agency's budget to another program. Except as provided in R.S. 39:73 and 87.4, no transfer of funds from one program specified in the allotments in an agency's budget to another shall be made without prior approval of the committee.

G. The committee shall have the full power and authority to adopt rules and regulations prescribing and governing its procedures, policies, meetings, and any and all other activities relating to its functions and duties, including the power and authority to issue binding directives to agencies concerning the proper and efficient execution of their respective budgets as same were approved by the legislature.

H.(1) The committee shall have a litigation subcommittee which shall monitor and study the amounts of state funds required to pay judgments and compromises arising out of lawsuits against the state, its departments, and, with respect to payment of state funds as insurance premiums, the insurers thereof. The committee, by its own rules, motions, or resolutions, shall provide for the size, membership, appointment, all administrative matters, and the delegated powers and duties of the litigation subcommittee.

(2) No attorney representing the state or any of its departments or agencies or any of its employees entitled to indemnification under R.S. 13:5108.1 shall sign any compromise or settlement which obligates the state to pay five hundred thousand dollars or more without prior consultation with the attorney general and the members of the litigation subcommittee. The consultation with the members of the litigation subcommittee shall occur in executive session.

(3)(a) At the request of the litigation subcommittee, any department, agency, board, commission, educational institution, or other state entity entitled to indemnification by the state or any employer of an employee entitled to indemnification under R.S. 13:5108.1 shall report on any corrective measures or actions taken to mitigate state risk exposure if the litigation subcommittee determines that such a report is necessary after consideration of a compromise or settlement of litigation.

(b) A meeting of the litigation subcommittee to receive a report from a state entity on corrective measures or actions pursuant to this Paragraph shall occur only after the subject litigation has been concluded. The litigation subcommittee may require that any indemnified state entity or employer of an

indemnified employee appear at one or more meetings of the litigation subcommittee to discuss and report on corrective measures or actions.

(c) Any information provided by a state entity pursuant to this Paragraph may only be presented in executive session, and any documentation prepared or compiled by the state entity pursuant to this Paragraph shall not be subject to disclosure pursuant to the Public Records Law set forth in R.S. 44:1 et seq.

I. The committee shall have the authority to nullify a penalty applied by the office of risk management relative to a state agency which has failed to receive certification after undergoing a loss prevention audit, as provided in R.S. 39:1536(B).

J. The committee may establish a subcommittee to execute its duties relative to oversight of performance-based budgeting under the Louisiana Government Performance and Accountability Act, as provided in Subpart D of Part II of Chapter 1 of Subtitle I of Title 39 of the Louisiana Revised Statutes of 1950. When the subcommittee acts on behalf of the committee, the chairman of the subcommittee shall provide to each member of the committee a summary report of the subcommittee's action.

K.(1) In the conduct of its responsibility to discharge the constitutional fiscal and budgetary responsibilities of the Louisiana Legislature, the committee shall consider the operating budgets of public entities and salaries of particular public officials which by law require the approval of the committee in accordance with the following:

(a) The committee shall consider operating budgets in advance of the beginning of a subject entity's fiscal year. If the committee finds that the entity has failed to receive the required approval, either by failure to appear or by committee disapproval of its budget, the committee may adopt a resolution to direct the commissioner of administration and the state treasurer to deny any warrant or payment of money from the state treasury for any amount contained within that budget. The committee may also adopt a resolution to direct the commissioner of administration and state treasurer to recommence the acceptance of warrants. If the committee determines that an entity whose operating funds are administered outside of the state treasury has failed to receive the required approval of its budget, either by failure to appear or by committee disapproval of its budget, the committee may adopt a resolution to that effect, and any expenditure of public monies by such entity shall constitute a violation of the provisions of Article VII, Section 14 of the Constitution of Louisiana.

(b) The consideration of salaries of public officials that by law require the approval of the committee shall occur prior to the execution of any employment contract for that official. The state shall not be liable for any payment of such salary if the salary has not been approved by the Joint Legislative Committee on the Budget. The committee shall have the authority to adopt a resolution to direct the commissioner of administration and the state treasurer to deny any warrant or payment of money from the state treasury for any monies related to the payment of the salary at issue. The committee is also authorized to adopt a resolution to direct the commissioner of administration and state treasurer to recommence the acceptance of warrants.

(2) The provisions of this Section shall have no effect on the provisions of any contract which is in effect prior to July 1, 2008.

(3) Notwithstanding any contrary provision of law, the chairman of the Joint Legislative Committee on the Budget may grant an entity, for good cause shown, an extension of time, not to exceed thirty days, to comply with the provisions of this Subsection, and the Joint Legislative Committee on the Budget may grant an additional extension of time.

L.(1)(a) Upon receipt of the reports from the various departments within the executive branch of state government as provided by R.S. 36:8(A)(6) and the public postsecondary education management boards as provided by R.S. 17:3130(C) and 3351(F), the Joint Legislative Committee on the Budget shall transmit the reports to the legislative fiscal office for review and analysis and may conduct hearings to review the reports.

(b) The legislative fiscal office shall review the reports and perform any additional analysis of the reports that is necessary to provide an accurate actual estimate as compared to the fiscal note as the

bill was enacted.

(2) The reports required to be submitted under this Section shall be in a manner as prescribed by the chairman of the Joint Legislative Committee on the Budget and shall be accompanied by such other information as the chairman may require. At a minimum, the report shall present the differences between the original estimate as the bill was enacted and the actual current revenues or expenditures. Depending upon the scope of the original legislation, the comparisons between the fiscal note as the bill was enacted and the actual amounts shall include but not be limited to tax increases, decreases, fee increases and repeals, tax exemptions, suspensions, credits, rebates, exclusions, and deductions, among others.

(3) No later than February first of each year, the committee shall report its findings in a public meeting relative to any legislation that has been enacted that affects state revenues, public postsecondary education management boards and the related institutions or the various departments and the related entities and that legislation has a fiscal impact which has increased by the amount of one million dollars or more over the amount of the fiscal note as the bill was enacted. The review and analysis shall also examine the receipt, expenditure, allocation, dedication, or means of financing to determine specifically how the increases impact state revenue, the departments, agencies, boards, commissions, and like entities within the executive branch of state government, as well as among the public postsecondary education institutions of the state. The Joint Legislative Committee on the Budget shall transmit copies of the final report to the governor, the president of the Senate, and the speaker of the House of Representatives, and distribute a copy to each member of the legislature.

M.(1) All economic and financial reports for projects submitted in conjunction with the request for approval of the Joint Legislative Committee on the Budget in excess of a total state commitment of ten million dollars for the term of the project shall provide the following information:

(a) Inclusion of all input information, data, and assumptions, including but not limited to data sources, economic growth assumptions, and an assessment/basis of the reasonableness of each.

(b) A description of the analytical model employed for the report and how each input was utilized with that model.

(c) Results in terms of value-added, household earnings, and employment, and a description of each concept.

(d) Results by industry sector, with an assessment of possible adverse effects on sectors that compete with the subsidized company for in-state customers.

(e) Explicit identification of the project's effect on direct expenditure requirements in the state budget or any reduction in taxes or state revenues, including but not limited to tax exemptions, exclusions, deductions, reductions, repeals, rebates, incentives, abatements, or credits.

(f) An additional assessment by the secretary of Louisiana Economic Development regarding the extent to which the project would not have occurred but for the proposed state financial support. The secretary's assessment shall reference other business factors which contributed to the project activity occurring and factors which will be required for ongoing sustainability, including but not limited to labor, transportation, energy, among others.

(g) Cost/benefit comparisons of the incentives in the package compared to the costs in the package shall be for the same period of time or the same term, both for the direct benefits to the state as well as the indirect benefits to the state.

(2)(a) The department shall submit the request for Joint Legislative Committee on the Budget approval of the project with the analysis to the committee for its review at least seventeen business days, or as permitted by the chairman, prior to the meeting for which the department is seeking the committee's approval. In the event that the chairman specifies a request submission period that is less than seventeen business days, the chairman shall notify all members of the committee of the revised submission time period. Presentation of the information required shall be in a format developed by the department in consultation with the Legislative Fiscal Office and the Joint Legislative Committee on the Budget.

(b) Upon receipt of the request, the Joint Legislative Committee on the Budget shall transmit the report to the legislative fiscal office for evaluation of the department's assessment and the legislative fiscal office shall make such information available to the committee during its review.

(3) For the purposes of this Section and notwithstanding any other provision of law to the contrary, "project" shall mean any public-private partnership, agreement with a nonpublic party, lease, cooperative endeavor agreement, memorandum of understanding, or other contractual agreement which would result in or is expected to result in the obligation of state resources or the expenditure of revenues from the operation, management, or control of a state resource for the purposes of engendering economic growth or development in the state through the utilization of certain incentives, including but not limited to tax exemptions, exclusions, deductions, reductions, repeals, rebates, incentives, abatements, or credits.

N.(1) The committee shall have a dedicated fund review subcommittee which shall review and make recommendations on special funds in the state treasury that dedicate state revenue.

(2) The committee, by its own rules, motions, or resolutions, shall provide for the size, membership, appointment, all administrative matters, and the delegated powers and duties of the dedicated fund review subcommittee. The committee shall provide that the membership of the subcommittee is bipartisan and diverse.

(3) No later than September 1, 2017, and every two years thereafter, the committee shall provide for the dedicated fund review subcommittee.

(4) The dedicated fund review subcommittee shall conduct the review of special funds and submit recommendations to the committee as required in R.S. 49:308.5.

Added by Acts 1976, No. 538, §3, eff. March 10, 1980. Acts 1984, No. 694, §1; Acts 1997, No. 738, §1; Acts 1997, No. 1465, §1, eff. July 15, 1997; Acts 1998, 1st Ex. Sess., No. 11, §1; Acts 2001, No. 894, §1, eff. June 26, 2001; Acts 2008, No. 842, §1, eff. July 8, 2008; Acts 2010, No. 861, §10; Acts 2013, No. 96, §2, eff. July 1, 2013; Acts 2014, No. 704, §1, eff. July 1, 2014; Acts 2017, No. 355, §1, eff. June 22, 2017; Acts 2018, No. 612, §8, eff. July 1, 2020; Acts 2019, No. 404, §16; Acts 2023, No. 291, §1.

NOTE: See Acts 2019, No. 404, §§16 and 20 regarding the repeal of certain changes made to R.S. 24:653(N)(3) in Acts 2018, No. 612.

NOTE: See Acts 2018, No. 612 and Acts 2019, No. 404 providing for the effects of the conversion of certain dedicated funds to special statutorily dedicated fund accounts.

## Agenda Item No. 5

Review and approval of amendments to contracts between the Department of Culture, Recreation, and Tourism and the following entities:

- A: Zehner Communications, Inc.
- B: Birdsall, Voss & Associates, Inc.
- C: Miles Partnership, LLLP
- D: Roux Advertising, Inc.

State of Louisiana  
Office of State Procurement

Jeff Landry  
Governor


Taylor F. Barras  
Commissioner of Administration



Division of Administration  
1201 N. Third Street, Suite 2-160  
Baton Rouge, Louisiana 70802-5243  
Phone (225) 342-8010  
Fax (225) 342-9756

January 27, 2026

TO: Nancy Watkins  
Undersecretary  
Department of Culture, Recreation and Tourism

FROM: Pamela Bartfay Rice, Esq., CPPO  
Assistant Director, Professional Contracts 

RE: OSP Pre-Approval for JLCB  
Amendment #1 to contract – Zehnder Communications, Inc.  
LaGov PO#: 2000851531

The above-referenced contract amendment has been reviewed by the Office of State Procurement. The document complies with the State Procurement Code and is ready for submission to the Joint Legislative Committee on the Budget. Upon approval of the contract amendment in accordance with La. R.S. 39:1615 (J), please return the “**Agency Memo to OSP After JLCB Approval**,” along with the stamped contract from the JLCB.

**The contract amendment will not receive final approval by OSP until all appropriate approvals are received and each is submitted to OSP in LaGov and/or LESA, as applicable.**

If you should have any further questions/comments, please do not hesitate to contact me.

**AMENDMENT NUMBER 1**

**Marketing and Advertising for DCRT - Component 1**

**Solicitation Number Doc720192628, Contract Workspace Number CW8962, LaGov Contract/PO Number 2000851531**

Be it known, that effective upon approval by the Director of State Procurement, as evidenced by the Director's signature on this document, the Department of Culture, Recreation and Tourism (hereinafter sometimes referred to as "State", "DCRT", or "LOT") and Zehnder Communications, Inc., 4311 Bluebonnet Blvd., Baton Rouge, LA 70809 (hereinafter sometimes referred to as "Contractor") do hereby enter into this Amendment Number 1 to the Contract, under the following terms and conditions through the undersigned and duly authorized representatives of each respective party.

1) Change From:

2.0 Term of Contract

This Contract shall begin on July 1, 2024 and shall end on June 30, 2027 unless otherwise terminated in accordance with the Termination provisions of this Contract. At the option of the State of Louisiana and acceptance of the Contractor, this Contract may be extended for two 12 month periods at the same prices, terms, and conditions. Total Contract time may not exceed 60 months.

Prior to the extension of the Contract beyond a 36 month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the Contract Amendment to the Office of State Procurement (OSP) to extend the Contract term beyond the 3-year term.

Change To:

2.0 Term of Contract

This Contract shall begin on July 1, 2024 and shall end on June 30, 2028 unless otherwise terminated in accordance with the Termination provisions of this Contract. At the option of the State of Louisiana and acceptance of the Contractor, this Contract may be extended for one 12 month period at the same prices, terms, and conditions. Total Contract time may not exceed 60 months.

2) Change From:

4.0 Payment Terms

The State shall pay the Contractor a maximum Contract amount of **Six Million Dollars and No/Cents (\$6,000,000.00)** in accordance with the **Pricing Schedule Attachment** of this Contract. The Contractor may invoice the DCRT monthly at the billing address designated by the State. Payments will be made by the State within approximately 30 days after receipt of a properly executed invoice, and approval by the State. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

Payment will be made only upon approval of Jeffrey Harlan, Deputy Assistant Secretary of LOT (or his Supervisor, designee or successor).

Change To:

4.0 Payment Terms

The State shall pay the Contractor a maximum Contract amount of **Nine Million Dollars and No/Cents (\$9,000,000.00)** in accordance with the **Pricing Schedule Attachment** of this Contract. The Contractor may invoice the DCRT monthly at the billing address designated by the State. Payments will be made by the State within approximately 30 days after receipt of a properly executed invoice, and approval by the State. Invoices shall include the contract and order number, using department and product purchased.

Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

Payment will be made only upon approval of Jeffrey Harlan, Deputy Assistant Secretary of LOT (or his Supervisor, designee or successor).

3) Change From:

Section 7.3 Termination for Non-Appropriation of Funds

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

Change To:

Section 7.3 Termination for Non-Appropriation of Funds

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

When funds are not appropriated or otherwise made available to support continuation of performance in the following fiscal year of a multiyear contract for professional or consulting services, the Contract for the remaining term shall be cancelled and the Contractor shall be reimbursed in accordance with the terms of the Contract for the reasonable value of any nonrecurring costs incurred but not amortized in the price of services delivered pursuant to the Contract. The cost of cancellation may be paid from appropriations made specifically for the payment of such cancellation costs or from unobligated funds of the using agency.

With respect to all multiyear contracts for professional services and consulting services pursuant to this Subsection, there shall be no provisions for a penalty to the state for cancellation or early payment of the Contract.

4) **ADD** the following additional term and condition:

**Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries**

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or Contract(s) with a value of \$100,000 or more involving a for-profit company with at least 50 full-time employees:

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this Contract, the Bidder, Proposer or Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;

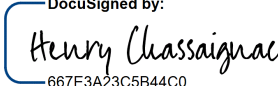
2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

All other terms and conditions of the Contract shall remain the same. The original Contract and all Amendments constitute the entire Agreement between the State and the Contractor. Any other oral or written communications between the parties before or after its execution shall not alter its effects, unless the change or modification is in writing and signed by authorized representatives of the State and the Contractor. In the event of a conflict between the terms and conditions of the Contract and this Amendment, the terms and conditions of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment Number 1.

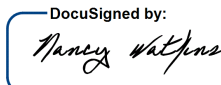
ZEHNDER COMMUNICATIONS, INC. SIGNATURE:

By:   
Name: Henry Chassignac

Title: CEO

Date: 1/29/2026

DEPARTMENT OF CULTURE, RECREATION, AND TOURISM SIGNATURE:

By:   
Name: Nancy Watkins

Title: Undersecretary

Date: 1/29/2026

Office of State Procurement Approval:

By:

Title:

Date:

State of Louisiana  
Office of State Procurement

Jeff Landry  
Governor


Taylor F. Barras  
Commissioner of Administration



Division of Administration  
1201 N. Third Street, Suite 2-160  
Baton Rouge, Louisiana 70802-5243  
Phone (225) 342-8010  
Fax (225) 342-9756

January 27, 2026

TO: Nancy Watkins  
Undersecretary  
Department of Culture, Recreation and Tourism

FROM: Pamela Bartfay Rice, Esq., CPPO   
Assistant Director, Professional Contracts

RE: OSP Pre-Approval for JLCB  
Amendment #1 to contract – Birdsall Voss & Associates, Inc.  
LaGov PO#: 2000852536

The above-referenced contract amendment has been reviewed by the Office of State Procurement. The document complies with the State Procurement Code and is ready for submission to the Joint Legislative Committee on the Budget. Upon approval of the contract amendment in accordance with La. R.S. 39:1615 (J), please return the **“Agency Memo to OSP After JLCB Approval,”** along with the stamped contract from the JLCB.

**The contract amendment will not receive final approval by OSP until all appropriate approvals are received and each is submitted to OSP in LaGov and/or LESA, as applicable.**

If you should have any further questions/comments, please do not hesitate to contact me.

**AMENDMENT NUMBER 1**

**Marketing and Advertising for DCRT - Component 2**

**Solicitation Number Doc720192628, Contract Workspace Number CW8964, LaGov Contract/PO Number 2000852536**

Be it known, that effective upon approval by the Director of State Procurement, as evidenced by the Director's signature on this document, the Department of Culture, Recreation and Tourism (hereinafter sometimes referred to as "State", "DCRT", or "LOT") and Birdsall, Voss & Associates, Inc., 250 W. Coventry Ct., Suite 300, Milwaukee, WI 53217 (hereinafter sometimes referred to as "Contractor") do hereby enter into this Amendment Number 1 to the Contract, under the following terms and conditions through the undersigned and duly authorized representatives of each respective party.

1) Change From:

2.0 Term of Contract

This Contract shall begin on July 1, 2024 and shall end on June 30, 2027 unless otherwise terminated in accordance with the Termination provisions of this Contract. At the option of the State of Louisiana and acceptance of the Contractor, this Contract may be extended for two 12 month periods at the same prices, terms, and conditions. Total Contract time may not exceed 60 months.

Prior to the extension of the Contract beyond a 36 month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the Contract Amendment to the Office of State Procurement (OSP) to extend the Contract term beyond the 3-year term.

Change To:

2.0 Term of Contract

This Contract shall begin on July 1, 2024 and shall end on June 30, 2028 unless otherwise terminated in accordance with the Termination provisions of this Contract. At the option of the State of Louisiana and acceptance of the Contractor, this Contract may be extended for one 12 month period at the same prices, terms, and conditions. Total Contract time may not exceed 60 months.

2) Change From:

4.0 Payment Terms

The State shall pay the Contractor a maximum Contract amount of **One Million, Five Hundred Thousand Dollars and No/Cents (\$1,500,000.00)** in accordance with the **Pricing Schedule Attachment** of this Contract. The Contractor may invoice the DCRT monthly at the billing address designated by the State. Payments will be made by the State within approximately 30 days after receipt of a properly executed invoice, and approval by the State. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

Payment will be made only upon approval of Jeffrey Harlan, Deputy Assistant Secretary of LOT (or his Supervisor, designee or successor).

Change To:

4.0 Payment Terms

The State shall pay the Contractor a maximum Contract amount of **Two Million, Two Hundred and Fifty Thousand Dollars and No/Cents (\$2,250,000.00)** in accordance with the **Pricing Schedule Attachment** of this Contract. The Contractor may invoice the DCRT monthly at the billing

address designated by the State. Payments will be made by the State within approximately 30 days after receipt of a properly executed invoice, and approval by the State. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

Payment will be made only upon approval of Jeffrey Harlan, Deputy Assistant Secretary of LOT (or his Supervisor, designee or successor).

3) Change From:

Section 7.3 Termination for Non-Appropriation of Funds

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

Change To:

Section 7.3 Termination for Non-Appropriation of Funds

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

When funds are not appropriated or otherwise made available to support continuation of performance in the following fiscal year of a multiyear contract for professional or consulting services, the Contract for the remaining term shall be cancelled and the Contractor shall be reimbursed in accordance with the terms of the Contract for the reasonable value of any nonrecurring costs incurred but not amortized in the price of services delivered pursuant to the Contract. The cost of cancellation may be paid from appropriations made specifically for the payment of such cancellation costs or from unobligated funds of the using agency.

With respect to all multiyear contracts for professional services and consulting services pursuant to this Subsection, there shall be no provisions for a penalty to the state for cancellation or early payment of the Contract.

4) **ADD** the following additional term and condition:

**Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries**

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or Contract(s) with a value of \$100,000 or more involving a for-profit company with at least 50 full-time employees:

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this Contract, the Bidder, Proposer or Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;
2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

All other terms and conditions of the Contract shall remain the same. The original Contract and all Amendments constitute the entire Agreement between the State and the Contractor. Any other oral or written communications between the parties before or after its execution shall not alter its effects, unless the change or modification is in writing and signed by authorized representatives of the State and the Contractor. In the event of a conflict between the terms and conditions of the Contract and this Amendment, the terms and conditions of this Amendment shall prevail.

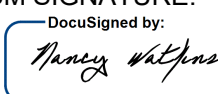
IN WITNESS WHEREOF, the parties have executed this Amendment Number 1.

BIRDSALL, VOSS & ASSOCIATES, INC. SIGNATURE: DEPARTMENT OF CULTURE, RECREATION, AND TOURISM SIGNATURE:

By:   
Signed by:  
6005E9738E72429...  
 Name: Samantha Voss

Title: General Counsel

Date: 2/2/2026

By:   
DocuSigned by:  
0C17345047EF43D...  
 Name: Nancy Watkins

Title: Undersecretary

Date: 2/2/2026

Office of State Procurement Approval:

By:

Title:

Date:

State of Louisiana  
Office of State Procurement

Jeff Landry  
Governor


Taylor F. Barras  
Commissioner of Administration



Division of Administration  
1201 N. Third Street, Suite 2-160  
Baton Rouge, Louisiana 70802-5243  
Phone (225) 342-8010  
Fax (225) 342-9756

January 27, 2026

TO: Nancy Watkins  
Undersecretary  
Department of Culture, Recreation and Tourism

FROM: Pamela Bartfay Rice, Esq., CPPO   
Assistant Director, Professional Contracts

RE: OSP Pre-Approval for JLCB  
Amendment #2 to contract – Miles Partnership, LLLP  
LaGov PO#: 2000851125

The above-referenced contract amendment has been reviewed by the Office of State Procurement. The document complies with the State Procurement Code and is ready for submission to the Joint Legislative Committee on the Budget. Upon approval of the contract amendment in accordance with La. R.S. 39:1615 (J), please return the “**Agency Memo to OSP After JLCB Approval**,” along with the stamped contract from the JLCB.

**The contract amendment will not receive final approval by OSP until all appropriate approvals are received and each is submitted to OSP in LaGov and/or LESA, as applicable.**

If you should have any further questions/comments, please do not hesitate to contact me.

**AMENDMENT NUMBER 2**

**Marketing and Advertising for DCRT - Component 3**

**Solicitation Number Doc720192628, Contract Workspace Number CW8966, LaGov Contract/PO Number 2000851125**

Be it known, that effective upon approval by the Director of State Procurement, as evidenced by the Director's signature on this document, the Department of Culture, Recreation and Tourism (hereinafter sometimes referred to as "State", "DCRT", or "LOT") and Miles Partnership, LLLP, 10202 Perkins Rowe, Suite E-160, PMB#3899, Baton Rouge, LA 70810 (hereinafter sometimes referred to as "Contractor") do hereby enter into this Amendment Number 2 to the Contract, under the following terms and conditions through the undersigned and duly authorized representatives of each respective party.

1) Change From:

2.0 Term of Contract

This Contract shall begin on July 1, 2024 and shall end on June 30, 2027 unless otherwise terminated in accordance with the Termination provisions of this Contract. At the option of the State of Louisiana and acceptance of the Contractor, this Contract may be extended for two 12 month periods at the same prices, terms, and conditions. Total Contract time may not exceed 60 months.

Prior to the extension of the Contract beyond a 36 month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the Contract Amendment to the Office of State Procurement (OSP) to extend the Contract term beyond the 3-year term.

Change To:

2.0 Term of Contract

This Contract shall begin on July 1, 2024 and shall end on June 30, 2028 unless otherwise terminated in accordance with the Termination provisions of this Contract. At the option of the State of Louisiana and acceptance of the Contractor, this Contract may be extended for one 12 month period at the same prices, terms, and conditions. Total Contract time may not exceed 60 months.

2) Change From:

4.0 Payment Terms

The State shall pay the Contractor a maximum Contract amount of **Twenty-One Million Dollars and No/Cents (\$21,000,000.00)** in accordance with the **Pricing Schedule Attachment** of this Contract. The Contractor may invoice the DCRT monthly at the billing address designated by the State. Payments will be made by the State within approximately 30 days after receipt of a properly executed invoice, and approval by the State. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

Payment will be made only upon approval of Jeffrey Harlan, Deputy Assistant Secretary of LOT (or his Supervisor, designee or successor).

Change To:

4.0 Payment Terms

The State shall pay the Contractor a maximum Contract amount of **Twenty-Eight Million, Five Hundred Thousand Dollars and No/Cents (\$28,500,000.00)** in accordance with the **Pricing Schedule Attachment** of this Contract. The Contractor may invoice the DCRT monthly at the billing

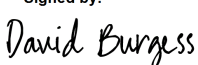
address designated by the State. Payments will be made by the State within approximately 30 days after receipt of a properly executed invoice, and approval by the State. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

Payment will be made only upon approval of Jeffrey Harlan, Deputy Assistant Secretary of LOT (or his Supervisor, designee or successor).

All other terms and conditions of the Contract shall remain the same. The original Contract and all Amendments constitute the entire Agreement between the State and the Contractor. Any other oral or written communications between the parties before or after its execution shall not alter its effects, unless the change or modification is in writing and signed by authorized representatives of the State and the Contractor. In the event of a conflict between the terms and conditions of the Contract and this Amendment, the terms and conditions of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment Number 2.

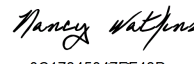
MILES PARTNERSHIP, LLLP SIGNATURE:

Signed by:  
By:   
E81A30D3232B401...  
Name: David Burgess

Title: President & CEO

Date: 1/30/2026

DEPARTMENT OF CULTURE, RECREATION, AND TOURISM SIGNATURE:

DocuSigned by:  
By:   
0C17345047EFA3D...  
Name: Nancy Watkins

Title: Undersecretary

Date: 1/30/2026

Office of State Procurement Approval:

By:

Title:

Date:

State of Louisiana  
Office of State Procurement

Jeff Landry  
Governor


Taylor F. Barras  
Commissioner of Administration



Division of Administration  
1201 N. Third Street, Suite 2-160  
Baton Rouge, Louisiana 70802-5243  
Phone (225) 342-8010  
Fax (225) 342-9756

January 27, 2026

TO: Nancy Watkins  
Undersecretary  
Department of Culture, Recreation and Tourism

FROM: Pamela Bartfay Rice, Esq., CPPO   
Assistant Director, Professional Contracts

RE: OSP Pre-Approval for JLCB  
Amendment #2 to contract – Roux Advertising, Inc.  
LaGov PO#: 2000850591

The above-referenced contract amendment has been reviewed by the Office of State Procurement. The document complies with the State Procurement Code and is ready for submission to the Joint Legislative Committee on the Budget. Upon approval of the contract amendment in accordance with La. R.S. 39:1615 (J), please return the **“Agency Memo to OSP After JLCB Approval,”** along with the stamped contract from the JLCB.

**The contract amendment will not receive final approval by OSP until all appropriate approvals are received and each is submitted to OSP in LaGov and/or LESA, as applicable.**

If you should have any further questions/comments, please do not hesitate to contact me.

## AMENDMENT NUMBER 2

### Marketing and Advertising for DCRT - Component 4

Solicitation Number Doc720192628, Contract Workspace Number CW8968, LaGov Contract/PO Number 2000850591

Be it known, that effective upon approval by the Director of State Procurement, as evidenced by the Director's signature on this document, the Department of Culture, Recreation and Tourism (hereinafter sometimes referred to as "State", "DCRT", or "LOT") and Roux Advertising, Inc., 4407 Canal St., New Orleans, LA 70119 (hereinafter sometimes referred to as "Contractor") do hereby enter into this Amendment Number 2 to the Contract, under the following terms and conditions through the undersigned and duly authorized representatives of each respective party.

1) Change From:

2.0 Term of Contract

This Contract shall begin on July 1, 2024 and shall end on June 30, 2027 unless otherwise terminated in accordance with the Termination provisions of this Contract. At the option of the State of Louisiana and acceptance of the Contractor, this Contract may be extended for two 12 month periods at the same prices, terms, and conditions. Total Contract time may not exceed 60 months.

Prior to the extension of the Contract beyond a 36 month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the Contract Amendment to the Office of State Procurement (OSP) to extend the Contract term beyond the 3-year term.

Change To:

2.0 Term of Contract

This Contract shall begin on July 1, 2024 and shall end on June 30, 2028 unless otherwise terminated in accordance with the Termination provisions of this Contract. At the option of the State of Louisiana and acceptance of the Contractor, this Contract may be extended for one 12 month period at the same prices, terms, and conditions. Total Contract time may not exceed 60 months.

2) Change From:

4.0 Payment Terms

The State shall pay the Contractor a maximum Contract amount of **Sixteen Million, Five Hundred Thousand Dollars and No/Cents (\$16,500,000.00)** in accordance with the **Pricing Schedule Attachment** of this Contract. The Contractor may invoice the DCRT monthly at the billing address designated by the State. Payments will be made by the State within approximately 30 days after receipt of a properly executed invoice, and approval by the State. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

Payment will be made only upon approval of Jeffrey Harlan, Deputy Assistant Secretary of LOT (or his Supervisor, designee or successor).

Change To:

4.0 Payment Terms

The State shall pay the Contractor a maximum Contract amount of **Twenty-Four Million Dollars and No/Cents (\$24,000,000.00)** in accordance with the **Pricing Schedule Attachment** of this Contract. The Contractor may invoice the DCRT monthly at the billing address designated by the State.

Payments will be made by the State within approximately 30 days after receipt of a properly executed invoice, and approval by the State. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

Payment will be made only upon approval of Jeffrey Harlan, Deputy Assistant Secretary of LOT (or his Supervisor, designee or successor).

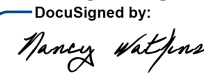
All other terms and conditions of the Contract shall remain the same. The original Contract and all Amendments constitute the entire Agreement between the State and the Contractor. Any other oral or written communications between the parties before or after its execution shall not alter its effects, unless the change or modification is in writing and signed by authorized representatives of the State and the Contractor. In the event of a conflict between the terms and conditions of the Contract and this Amendment, the terms and conditions of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment Number 2.

ROUX ADVERTISING, INC. SIGNATURE:

Signed by:  
By:   
675A6F40177049E...  
Name: Eric K. Morgan  
Title: CEO/President  
Date: 1/31/2026

DEPARTMENT OF CULTURE, RECREATION, AND TOURISM SIGNATURE:

DocuSigned by:  
By:   
0C17345047EF43D...  
Name: Nancy Watkins  
Title: Undersecretary  
Date: 1/31/2026

Office of State Procurement Approval:

By:  
Title:  
Date:

# Agenda Item No. 6

Review and approval of  
an amendment to the  
contract between  
Department of  
Environmental Quality  
and RTI International

State of Louisiana  
Office of State Procurement

Jeff Landry  
Governor

Taylor F. Barras  
Commissioner of Administration



Division of Administration  
1201 N. Third Street, Suite 2-160  
Baton Rouge, Louisiana 70802-5243  
Phone (225) 342-8010  
Fax (225) 342-9756

February 2, 2026

TO: Theresa Delafosse  
Undersecretary  
Department of Environmental Quality

FROM: Pamela Bartfay Rice, Esq., CPPO  
Assistant Director, Professional Contracts

*pbr*

RE: OSP Pre-Approval for JLCB  
Amendment #1 to contract – Research Triangle Institute d/b/a RTI International  
LaGov PO#: 2000757544

The above-referenced contract amendment has been reviewed by the Office of State Procurement. The document complies with the State Procurement Code and is ready for submission to the Joint Legislative Committee on the Budget. Upon approval of the contract amendment in accordance with La. R.S. 39:1615 (J), please return the "Agency Memo to OSP After JLCB Approval," along with the stamped contract from the JLCB.

**The contract amendment will not receive final approval by OSP until all appropriate approvals are received and each is submitted to OSP in LaGov and/or LESA, as applicable.**

If you should have any further questions/comments, please do not hesitate to contact me.

AMENDMENT TO THE CONSULTING SERVICES CONTRACT BETWEEN  
STATE OF LOUISIANA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
(Hereinafter referred to as "Department")

AND

Research Triangle Institute, d/b/a RTI International  
3040 E. Cornwallis Road  
Research Triangle Park, Durham, NC 27709-2194  
(Hereinafter referred to as "Contractor")

The Parties have agreed to extend the terms for fulfillment of services to be performed under this contract from March 31, 2026 to September 30, 2026 and to that end Article 2 entitled CONTRACT TERM is amended to read as follows:

**Change From:**

The term for the fulfillment of services to be performed pursuant to this contract shall be from **July 1, 2023** through **March 31, 2026**. The Department has the right to extend this Contract up to a total of three years with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence with the Contractor, the Department may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond a thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond a 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

**Change To:**

The term for the fulfillment of services to be performed pursuant to this contract shall be from **July 1, 2023** through **September 30, 2026** as the Department has exercised an option to extend for six (6) of the additional months at the same rates, terms and conditions of the initial contract term, with approval by the Joint Legislative Committee on the Budget (JLCB). The Department has the option to extend for eighteen (18) additional months at the same rates, terms and conditions of the initial contract term. The total contract term, with extensions, shall not exceed five years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

Further, the parties have agreed to set the maximum amount paid to the Contractor by the Department under this contract at \$507,463.60, an increase of \$38,924.10 over the existing contractual amount, and to that end Article 5 entitled PAYMENT TERMS, 1<sup>st</sup> paragraph is amended to read as follows:

**Change From:**

The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of **\$468,539.50**. Work performed by the Contractor during the term of the contract shall be paid at the rates listed in Attachment 2, Schedule of Prices. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

**Change to:**

The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of **\$507,463.60**. Work performed by the Contractor during the term of the contract shall be paid at the rates listed in Attachment 2, Schedule of Prices. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

Further, by mutual consent of both parties to this Contract, Article 6 entitled FISCAL FUNDING is renamed to TERMINATION FOR NON-APPROPRIATION OF FUNDS and replaced with the following term and condition:

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

When funds are not appropriated or otherwise made available to support continuation of performance in the following fiscal year of a multiyear contract for professional or consulting services, the Contract for the remaining term shall be cancelled and the Contractor shall be reimbursed in accordance with the terms of the Contract for the reasonable value of any nonrecurring costs incurred but not amortized in the price of services delivered pursuant to the Contract. The cost of cancellation may be paid from appropriations made specifically for the payment of

such cancellation costs or from unobligated funds of the using agency.

With respect to all multiyear contracts for professional services and consulting services pursuant to this Subsection, there shall be no provisions for a penalty to the state for cancellation or early payment of the Contract.

FURTHER, by mutual consent of both parties to this contract, Attachment 2, Schedule of Prices, and Enclosure B, Suggested Ship Schedule are amended as attached.


No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of State Procurement, Division of Administration.

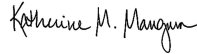
This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. All other terms and conditions of the contract shall remain the same.

This amendment entered into this 3rd day of February, 2026, at Baton Rouge, Louisiana.

**DEPARTMENT OF ENVIRONMENTAL QUALITY:**

**CONTRACTOR:**

Signed by:  
  
29A252608408416  
Theresa Delafosse  
Undersecretary  
Office of Management and Finance

Signed by:  
  
2017E736E10C432...  
Katherine Mangum  
Senior Contracting Officer  
Research Triangle Institute,  
d/b/a RTI International

LaGov No. 2000757544  
 Amendment No. 1  
 RFP No. 3000020700

**ATTACHMENT 2  
 SCHEDULE OF PRICES  
 "Microgravimetric Weighing of PM 2.5 Filters"  
 Louisiana Department of Environmental Quality**

<b>Line Item No.</b>	<b>Pay Item Description</b>	<b>Payment Unit</b>	<b>Maximum No. of Units</b>	<b>Unit Rate <sup>1</sup></b>	<b>Line Total</b>
1	Commencement Conference	Lump Sum	1	\$0.00	\$0.00
2	Commencement Conference Call	Lump Sum	1	\$0.00	\$0.00
3	Quality Assurance Project Plan	Lump Sum	1	\$0.00	\$0.00
4	Filter Processing <sup>2,3</sup>	Each	<i>9214</i>	\$54.90	<i>\$505,848.60</i>
5	Consulting Services	Hour	10	\$161.50	\$1,615.00
<b>Total Price</b>					<b>\$507,463.60</b>

<sup>1</sup> The rate shall include all direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), travel expenses associates with this line and profit.

<sup>2</sup>The per filter rate shall also include: shipping costs for tare (pre-weighed filters and samples), provision of reputable express parcel service recipient billing account for the use of the Department and its authorized agencies, prepared shipping containers, minimum/maximum thermometers, cooling medium, sample storage, and proper disposal of sample materials.

<sup>3</sup> *For months 1-36, the number of filters is based on (31 shipping periods) x (87.1 filters) x (5% for contingency purposes) x (3 Years). (8505 total). For months 37-39, the number of filters is based on (8 shipping periods) x (87.1 filters) x (5% for contingency purposes) (709 added, 9214 new total).* Refer to Enclosure B, Suggested Shipping Schedule.

The Department reserves the right to transfer among existing "schedule of prices" line items. The cumulative transfers cannot exceed 10% of the total contract amount. Supporting documentation must accompany each transfer request.

**\*ALL BLANKS MUST BE COMPLETED**

**Enclosure B**  
**Suggested Shipping Schedule (Based on a 12 day period)**

**Estimated PM 2.5 Filter Assessment for January - December (or 12 Month period) by Region**

Region	Number of Monitors	Sampling Frequency 1 in:	Number of Filters to be sent every shipping period*
<b>Capital Region (CRO) - contact: Steve Murrell</b>			
BR Capitol	1	1	12
BR Capitol Collocated	1	12	1
Geismar	1	3	4
Port Allen	1	1	12
Hammond	1	3	4
Hammond Collocated	1	12	1
Total Number of Filters for the Region (includes 5 blanks) =			39
<b>Southeast Region - contact: Kim Winters</b>			
Kenner	1	6	2
Near Road	1	3	4
Marrero	1	3	4
Chalmette Vista	1	6	2
Houma	1	3	4
Total Number of Filters for the Region (includes 5 blanks) =			21
<b>Southwest Region - contact: Courtney Villemarette</b>			
Vinton	1	3	4
Total Number of Filters for the Region (includes 1 blank) =			5
<b>Acadian Region - contact: Troy Fontenot</b>			
Alexandria- LSU	1	3	4
Lafayette - USGS	1	3	4
Total Number of Filters for the Region (includes 1 blank) =			9
<b>Northwest Region - contact: Joel Harris</b>			
Shreveport Calumet	1	3	4
Shreveport Calumet Collocated	1	12	1
Monroe Airport	1	3	4
Total Number of Filters for the Region (includes 3 blanks) =			12
Approximate Total with blanks			86
+ contingency			1.1
<b>Approximate Total</b>			<b>87.1</b>
This total is approximate because is based on scheduled runs. Does not account for downtime, special extra runs, etc.			

**The number of blanks will be an additional 10-15% of the total number of filters used at each site and divided among the total number of shipping periods.**

\* For months 1-36, a shipping period will be every 12 calendar days. There will be 31 shipping periods *composed of* thirty 12-day periods and one 5-day period. LDEQ reserves the right to extend the 5-day period to a 12-day period.

\*\* For Alexandria & Houma sites, 4 and 5 filters should be alternated between shipments.

Anticipated volume 31 shipping periods x 87.1 samples = 2700 +/- 5% for January to December: 2835  
 (or 12 Month Period)  
 X three YR term = 8505

\* For months 37-39, a shipping period will be every 12 calendar days. There will be approximately 8 shipping periods composed of seven 12-day periods and one 3-day period.

\*\* For Alexandria & Houma sites, 4 and 5 filters should be alternated between shipments.

Anticipated volume 8 shipping periods x 87.1 samples = 696.8 +/- 5% for time extension 709



**State of Louisiana**  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
OFFICE OF MANAGEMENT AND FINANCE

September 6, 2023

**VIA EMAIL ONLY**

Ms. Neveen Zeit  
Research Triangle Institute d/b/a RTI International  
3040 East Cornwallis Road  
Research Triangle Park, NC 27709

RE: LaGov No. 2000757544  
"Microgravimetric Weighing of PM 2.5 Filters"

Dear Ms. Zeit:

Enclosed for your records is a fully executed copy of the contract, pertaining to the above referenced project, which has been approved by the Division of Administration, Office of State Procurement. The Department is waiving the requirement to hold a commencement conference/conference call. This is your notice to proceed with performing the services under this contract. Services under this contract may begin immediately.

The Department's Project Manager assigned to this contract is Doug Wafer.

Please note that no authority exists for payments which exceed the approved maximum contract amount or for work to be performed after the expiration date of the contract except through written amendment prior to the expiration date. Anticipated cost overruns or the need for additional time to complete the project must be reported to the Department's Project Manager. No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties, and approved by the Division of Administration, Office of State Procurement prior to the expiration date of the contract.

Should you have any questions, please do not hesitate to contact me at [robyn.geddes@la.gov](mailto:robyn.geddes@la.gov) or (225) 219-3812.

Sincerely,

A handwritten signature in cursive script that reads "Robyn Geddes".

Robyn Geddes  
Administrative Program Director 2

Enclosure

cc: Doug Wafer, DEQ/OEA/Air Planning and Assessment (via email only)  
Helen Hebert, DEQ/OMF/Financial Services Division (via email only)

## CONSULTING SERVICES CONTRACT

THIS CONTRACT, made and entered into this 10th day of August, 2023, by and between the Department of Environmental Quality of the State of Louisiana, hereinafter referred to as “the Department”, and Research Triangle Institute, d/b/a RTI International, 3040 E. Cornwallis Road, Research Triangle Park, Durham, NC 27709-2194, Federal Tax ID No. 56-0686338, LDR Account No. 2399533-001 hereinafter referred to as the "Contractor".

The Department hereby contracts and retains the Contractor who agrees to proceed, after proper notice and receipt of written authorization by the Department with all services necessary to the performance, in proper sequence and in the time specified, of the items of work for the project as hereinafter set forth.

### 1. PROJECT IDENTITY

This contract shall be identified as “**Microgravimetric Weighing of PM 2.5 Filters**” with the LaGov Number assigned as set forth above. All invoices and other correspondence submitted to the Department in connection with this contract shall be identified by this LaGov Number.

### 2. CONTRACT TERM

The term for the fulfillment of services to be performed pursuant to this contract shall be from **July 1, 2023** through **March 31, 2026**. The Department has the right to extend this Contract up to a total of three years with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence with the Contractor, the Department may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond a thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond a 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

### 3. SCOPE OF SERVICES

The Contractor shall provide the necessary personnel, materials, services and facilities to perform the work as set forth in Attachment 1, Statement of Work, attached hereto and made a part hereof.

### 4. NOTICE TO PROCEED

This contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1. The Contractor shall

proceed with the work only after receipt of an executed contract and participation in a Commencement Conference to be scheduled by the Department at its offices.

5. PAYMENT TERMS

The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of **\$468,539.50**. Work performed by the Contractor during the term of the contract shall be paid at the rates listed in Attachment 2, Schedule of Prices. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

The Department will pay the Contractor only for actual work performed, and the Department does not guarantee a maximum payment amount to be earned by the Contractor. The Department will reject any and all claims from the Contractor for damages, anticipated profits, or other related causes resulting from any difference between the amount paid for work actually performed and materials actually furnished and the maximum price of the contract. No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law.

The Contractor shall not perform out-of-scope work not authorized by written amendment prior to the expiration date of the contract. Any out-of-scope work performed by the Contractor without written authorization from the Department in the form of an approved contract amendment shall not entitle the contractor to any compensation for any corresponding effort. Verbal directives from any employee of the Department that would result in the performance of out-of-scope work shall carry no authority.

Any increases to the maximum amount shall be made by written amendment and approved by the Division of Administration, Office of State Procurement. Any additional or out-of-scope work performed by the Contractor without written authorization from the Department in the form of an approved amendment shall not entitle the Contractor to payment or an increase in the maximum contract price.

No authority exists for payments which exceed the approved maximum contract amount except through written amendment prior to expiration date of the contract.

a. Payment:

Payment to the Contractor for services rendered shall be made according to the rates in Attachment 2, Schedule of Prices. Payment shall be made upon participation in a commencement conference, completion and approval of the Quality Assurance Project Plan, filters processed/approved, and consulting hours worked as determined by the Department Project Manager.

The rates for each line in Attachment 2, Schedule of Prices shall include all associated direct and indirect costs as specified in Attachment 2, Schedule of Prices.

No payment shall be owed or made for analytical work or data generated by a commercial laboratory as defined in LAC 33:I.4503 that is not accredited by the Louisiana Environmental Laboratory Accreditation Program at the time the work is done and the data is generated. No payment shall be owed or made for analytical work or data generated by a laboratory other than a commercial laboratory as defined in LAC 33:I.4503 that does not meet at a minimum the quality systems requirements found in LAC 33:I.Chapter 53 and the standard currently promulgated by The National Environmental Laboratory Accreditation Conference (NELAC) Institute (TNI Standard), Environmental Laboratory Sector, Volumes 1 and 2 at the time the work is done and the data is generated. No payment shall be owed or made for any analytical data that is not submitted in a format approved by the Department Project Manager and that meets the requirements of LAC 33:I.5313 and the standard currently promulgated by The NELAC Institute (TNI Standard), Environmental Laboratory Sector, Volumes 1 and 2.

The procedure for payment shall follow the procedures described in Attachment 1, Statement of Work, 9.0 Measurement and Payment in the steps listed below.

The Department will make every reasonable effort to make payments within approximately thirty (30) calendar days after receipt of a correct invoice. However, payment is contingent upon receipt of all required submittals, acceptance of all related deliverables, and approval of the invoice for payment by the Department's Office of Environmental Assessment/Air Planning and Assessment Division.

b. Invoicing Procedure:

- (1) The Contractor should submit an invoice monthly for work performed during the preceding month, within ten (10) business days of the end of that month. Multiple filter batches may be included on one invoice. However, for any services completed by June 30<sup>th</sup>, the Contractor shall submit the invoice to the Department by July 10<sup>th</sup>.
- (2) The Contractor shall submit the invoice to:

LA DEPT OF ENVIRONMENTAL QUALITY  
FINANCIAL SERVICES DIVISION  
ACCOUNTS PAYABLE  
PO BOX 4303  
BATON ROUGE LA 70821-4303

or submit electronically to [DEQAccountsPayable@la.gov](mailto:DEQAccountsPayable@la.gov)

Each invoice must include:

- (a) the LaGov number;

- (b) the name and address of the Contractor;
- (c) the number of filters processed, date shipped, and filter identification number(s);
- (d) the total amount requested; and
- (e) supporting documentation for hours billed (i.e., timesheets) for hours worked performing consulting services.

- (3) The Contractor shall attach a copy of the Attachment 3, Form A Monitoring Report to all requests for payments.

## 6. FISCAL FUNDING

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

## 7. DELIVERABLES

The Contractor shall provide to the Department the deliverables specified in Attachment 1, Statement of Work, as products of the services rendered under this contract. The Department reserves the right to reject any deliverable that is unsatisfactory. The Contractor shall correct any omissions or errors and resubmit the deliverable.

## 8. OWNERSHIP OF WORK PRODUCT

All software, data files, documentation, records, worksheets, or any other related materials developed under this Contract shall become the property of the Department upon creation. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Department, and shall be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of the Contract. In addition, at any time during the contract period, the Department shall have the right to require the Contractor to furnish copies of any or all data and all documents, notes and files collected or prepared by the Contractor specifically in connection with this contract within five (5) days of receipt of written notice issued by the Department.

9. RECORD OWNERSHIP

All records, reports, documents and other material delivered or transmitted to Contractor by the Department shall remain the property of the Department, and shall be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of the Contract. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Department, and shall be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of the Contract.

10. CORRECTION OF DEFICIENT WORK

Prior to payment by the Department, the Contractor shall promptly, without additional cost to the Department, correct any deficient work. Deficient work includes, but is not limited to:

- a. failure to comply with method-specified analytical procedures and/or quality control;
- b. failure to observe sample shelf-lives (missed holding times);
- c. loss of the samples (including mishandling or improper storage);
- d. contamination of samples at the laboratory; and
- e. inadequate documentation.

The Contractor shall reanalyze all affected samples or regenerate the affected data. The Contractor will be responsible for any costs associated with re-sampling including but not limited to, re-sampling costs, administrative costs related to re-sampling, and re-sampling analysis costs of any samples when data cannot be corrected due to technical deficiencies and such data are deemed unusable by the Department. If data from the initial sample cannot be corrected, the data is unusable, and a resample cannot be made, the Contractor shall be responsible for the cost of the initial sample collection, including but not limited to, initial costs, administrative costs, sampling costs, and analysis costs. When multiple analyses are requested for a single location/site, a missed holding time on one parameter may prevent proper assessment of the entire site, in which case resampling where possible, at the Contractor's expense may be necessary.

The Contractor shall notify the Department in writing within thirty (30) days of any indictment or conviction of laboratory practices that invalidates or otherwise renders laboratory analyses inadmissible or indefensible as support for the Department activities. Conviction for such practices shall be cause for termination of this contract, and the Contractor shall reimburse all the Department funds associated with all inadmissible results (analyses, administration, and sample collection).

11. ASSIGNABILITY

With prior written consent of the Department, the Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten (10) calendar days of the assignment, the Contractor shall provide notice of the assignment to the Department and the Office of State Procurement. The Department will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the Department has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the Department. The Department's written consent of the transfer shall not diminish the Department's rights or the Contractor's responsibilities and obligations.

12. AUDIT OF RECORDS

The State, through the Legislative Auditor, and/or the Office of the Governor, Division of Administration, the Department's Audit Services, U.S. Environmental Protection Agency, or any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and any subcontractor shall maintain such books, documents, papers and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities

13. DATA/RECORDS RETENTION

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for five (5) years from date of final payment under this contract, or as required by applicable Federal law, if Federal funds are used to fund this contract, for inspection or audit, and copies thereof shall be furnished if requested.

Contractor shall comply with all applicable State and Federal laws regarding data retention and provide for a transition period that accommodates all data retention requirements of the State, including data retained and length of retention, following Contract termination, regardless of the reason for Contract termination. Additionally, all State data must be sanitized in compliance with the most currently approved revision of NIST SP 800-88, Rev. 1.

14. TERMINATION FOR CAUSE

Should the Department determine that the Contractor has failed to comply with the Contract's terms, the Department may terminate the Contract for cause by giving the

Contractor written notice specifying the Contractor's failure. If the Department determines that the failure is not correctable then the Contract shall terminate on the date specified in such notice. If the Department determines that the failure may be corrected, the Department shall give a deadline for the Contractor to make the correction. If the Department determines that the failure is not corrected by the deadline, then the Department may give additional time for the Contractor to make the corrections or the Department may notify the Contractor of the Contract termination date.

If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. The Department shall be relieved of liability for costs for any undelivered work as of the effective date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the contract by the Contractor, and the Department may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Department from the Contractor is determined.

15. TERMINATION FOR CONVENIENCE

The Department may terminate the contract at any time without penalty by giving thirty (30) calendar days written notice to the Contractor of such termination or negotiating with the Contractor a termination date. If the contract is terminated by the Department, as provided herein, the Contractor shall promptly submit a statement showing in detail the actual services performed to date of termination. The Contractor shall then be paid the proportion of the total contract amount which bears the same ratio as the services completed bears to the total scope of services called for in this contract, less payments of compensation previously made for allowable costs, including non-cancelable commitments.

16. REMEDIES FOR DEFAULT

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA-R.S. 39:1672.2 through 1672.4.

17. OTHER REMEDIES

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the Department, then, upon notice to the Contractor, the Department may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

18. GOVERNING LAW

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

19. NON-DISCRIMINATION

The Contractor agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; 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; and of the Americans with Disabilities Act of 1990. The Contractor agrees to abide by the requirements of Section 13 of the Federal Water Pollution Control Act Amendments of 1972 and EPA Title IV implementing regulations.

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

20. CONTINUING OBLIGATION

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

21. ELIGIBILITY STATUS

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

22. CONFIDENTIALITY

Contractor shall protect from unauthorized use and disclosure all information relating to the Department operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract for the life of the Contract

and for a period of three (3) years after completion of this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the Department. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Department.

23. COMPLIANCE WITH LAWS AND GRANT

The Contractor and its employees, subcontractors and agents shall comply with all applicable Federal, State and Local laws and ordinances, in carrying out the provisions of this contract.

The Contractor shall comply with the requirements of this grant. See Attachment 4, Requirements of the Grant. Continuation of this contract is contingent upon grant approval.

24. FORCE MAJEURE

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The Department shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

25. TAX RESPONSIBILITY

The Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be the Contractor's obligation and shall be identified under the federal tax identification number and State LDR account number as noted above.

Before the contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the Department for this determination. The Department's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax

compliance discrepancies within seven (7) days of notification, then the Department may proceed with alternate arrangements without notice to the Contractor and without penalty.

26. SUCCESSORS AND ASSIGNS

This contract shall be binding upon the successors and assigns of the respective parties hereto.

27. CLAIMS FOR LIENS

The Contractor shall be solely liable for and shall hold the Department harmless from any and all claims or liens for labor, services or material furnished to the Contractor in connection with the performance of its obligations under this contract.

28. EMPLOYMENT OF STATE PERSONNEL

In accordance with LSA-R.S. 39:1624(A)4, the Contractor certifies that it has not employed and will not employ any person to engage in the performance of this contract who is currently an employee of the State of Louisiana.

29. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Department shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

30. CODE OF ETHICS FOR STATE EMPLOYEES

The Contractor is hereby advised that contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Board of Ethics. The Contractor shall be responsible for determining that there will be no conflict or violation of the Ethics Code. By signing this contract the company officially certifies that there is no conflict or violation of the Louisiana Code of Ethics, Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq.). The Contractor agrees to immediately notify the Department if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

31. LIABILITY AND INDEMNIFICATION

## a. Contractor Liability

Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

## b. Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

## c. Intellectual Property Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence:

- (i) obtain for the State the right to continue using such product, material, service, or component thereof;
- (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance;

- (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or,
- (iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance.

Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the State's unauthorized:

- i) modification or alteration of the product, material or service;
- ii) use of the product, material or service in combination with other products not furnished by Contractor; or,
- iii) use of the product, material or service in other than the specified operating conditions and environment.

d. Limitations of Liability

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of the Contract.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

32. CONTRACTOR'S INSURANCE

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

a. **Minimum Scope and Limits of Insurance**

(1) **Workers Compensation**

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

(2) **Commercial General Liability**

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

(3) **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

b. **Deductibles and Self-Insured Retentions**

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

c. **Other Insurance Provisions**

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

(1) Commercial General Liability and Automobile Liability Coverages

(a) The Department, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Department.

- (b) The Contractor's insurance shall be primary as respects the Department, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Department shall be excess and non-contributory of the Contractor's insurance.

(2) **Workers Compensation and Employers Liability Coverage**

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Department, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Department.

(3) **All Coverages**

- (a) All policies should be endorsed to require thirty (30) days written notice of cancellation to the Department. Ten-day (10) written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Department of policy cancellations or reductions in limits.
- (b) The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- (c) The insurance companies issuing the policies shall have no recourse against the Department for payment of premiums or for assessments under any form of the policies.
- (d) Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Department, its officers, agents, employees and volunteers.

d. **Acceptability of Insurers**

- (1) All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

- (2) If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within thirty (30) days.

e. **Verification of Coverage**

- (1) Contractor shall furnish the Department with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Department before work commences and upon any contract renewal or insurance policy renewal thereafter.

- (2) The Certificate Holder shall be listed as follows:

ATTN LAGOV NO 2000757544  
LA DEPT OF ENVIRONMETNAL QUALITY  
FINANCIAL SERVICES DIVISION  
PO BOX 4303  
BATON ROUGE LA 70821-4303

- (3) Not Applicable
- (4) Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Department, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

f. **Subcontractors**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Department reserves the right to request copies of subcontractor's Certificates at any time.

g. **Workers Compensation Indemnity**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of

Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

h. **Indemnification/Hold Harmless Agreement**

- (1) Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.
- (2) Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

33. **PROHIBITION OF DISCRIMNATORY BOYCOTTS OF ISRAEL**

In accordance with R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor certifies that it not its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractor shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

34. **E-VERIFY**

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

35. CYBERSECURITY TRAINING

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

36. SUBCONTRACTORS

If it becomes necessary for the Contractor to use subcontractors, the Department urges the contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. For a list of these businesses go to <http://smallbiz.louisianaeconomicdevelopment.com> and select the appropriate program.

The Contractor agrees to obtain written Department approval prior to subcontracting any part of the services specified in Attachment 1, Statement of Work. The Contractor shall include, in any subcontract, the provisions contained in this contract. The Contractor shall submit requests for approval, accompanied by copies of proposed subcontractors, to the Department Project Manager. The Contractor further agrees to guarantee and be liable to the Department for all services performed under any such subcontract.

37. SUBSTITUTION OF PERSONNEL

If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitute must be at least equal in education, qualifications, and experience to the person being replaced. A detailed résumé of the individual's qualifications and a written justification for the change must be submitted to the Department for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

38. LABORATORY ACCREDITATION

In accordance with LAC 33:I.4501, any commercial laboratory (as defined in LAC 33:I.4503) shall be accredited by the Louisiana Environmental Laboratory Accreditation Program (LELAP) prior to commencing analytical work. Each such laboratory must be certified for the method/matrix/analytes necessary to perform the analytical work required in Attachment 1, Statement of Work. The Department shall not accept analytical data generated by any commercial laboratory that is not accredited by LELAP in accordance with LAC 33:I.4501 through 5915. All analytical data must be submitted in a format approved by the Department Project Manager and shall meet the requirements of LAC 33:I.5313 and the standard currently promulgated by The National Environmental Laboratory Accreditation Conference (NELAC) Institute (TNI Standard), Environmental Laboratory Sector, Volumes 1 and 2.

Any laboratory other than a commercial laboratory (as defined in LAC 33:I.4503) shall meet at a minimum the quality systems requirements found in LAC 33:I.Chapter 53 and the standard currently promulgated by The NELAC Institute (TNI Standard), Environmental Laboratory Sector, Volumes 1 and 2. All analytical data must be submitted in a format approved by the Department Project Manager and meet the requirements of LAC 33:I.5313 and the standard currently promulgated by The NELAC Institute (TNI Standard), Environmental Laboratory Sector, Volumes 1 and 2.

The Contractor agrees that the Department may at any time during the term of this Contract and without prior notice conduct on-site laboratory audits and/or assessments of any laboratory that performs analytical work or generates data submitted or to be submitted as required by Attachment 1, Statement of Work.

Analytical work shall not be performed by any subcontractor unless written Department approval has been obtained by the Contractor prior to subcontracting any part of the services specified in Attachment 1. The Contractor shall submit requests for approval, accompanied by the information (including but not limited to resumes) of the proposed subcontractors, to the Department Project Manager. The Contractor further agrees to guarantee and to require of any subcontractor that all services performed under any subcontract shall comply with all of the terms and conditions of this Contract and with LAC 33:I.5307.D.

39. DUTY TO DEFEND

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

40. SECURITY

Contractor's personnel shall comply with all security regulations in effect at the State's premises and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly.

The Contractor shall comply with the Office of Technology Services' Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>

41. SEVERABILITY

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

42. PROHIBITED USE OF FUNDS

Contractor shall not use funds received for services rendered under this Contract to urge an elector to vote for or against any candidate or proposition on an election ballot, or to lobby for or against any matter the Louisiana Legislature or a local governing authority is considering to become law. This provision shall not prevent the normal dissemination of factual information relative to any proposition on an election ballot or any matter being considered by the Louisiana Legislature or a local governing authority.

43. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract, together with the Request for Proposals (the RFP) and addenda issued thereto by the Department, the proposal submitted by the Contractor in response to the Department's RFP (the Proposal), and any exhibits specifically incorporated therein by reference constitutes the entire agreement between the parties with respect to subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein. However, where provisions are in conflict, first priority shall be given to the provisions of the contract excluding the RFP and the Contractor's Proposal; second priority shall be given to the provisions of the RFP and amendments thereto; and third priority shall be given to the provisions of the Proposal.

44. AMENDMENTS

Any modification to the provisions of this Contract shall be in writing, signed by all parties, and approved by the required authorities. Verbal directives from any employee of the Department shall carry no authority, and shall not entitle the Contractor to any compensation for any corresponding effort.

THE DEPARTMENT AND THE CONTRACTOR REPRESENT THAT THIS CONTRACT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

**WITNESS:**

**DEPARTMENT OF ENVIRONMENTAL QUALITY:**

\_\_\_\_\_

*Karyn Andrews*

08/10/2023

Karyn Andrews  
Undersecretary  
Office of Management and Finance

**WITNESS:**

**CONTRACTOR:**

\_\_\_\_\_

*Neveen Zeit*

08/10/2023

Neveen Zeit  
Senior Contracting Officer 2  
Research Triangle Institute, d/b/a RTI International

## **ATTACHMENT 1 STATEMENT OF WORK**

### **“Microgravimetric Weighing of PM 2.5 Filters” Louisiana Department of Environmental Quality**

#### **1.0 INTRODUCTION**

The Louisiana Department of Environmental Quality, hereinafter referred to as “the Department”, requires the services of a well-qualified contractor, accredited by the Louisiana Department of Environmental Quality, Louisiana Environmental Laboratory Accreditation Program (LELAP), to perform microgravimetric weighing of PM 2.5 filters. This project will be under the direction of the Department’s Air Planning and Assessment Division (APAD).

Any laboratory providing analytical services to the Department shall be accredited by the Louisiana Department of Environmental Quality, Louisiana Environmental Laboratory Accreditation Program (LELAP) in accordance with LAC 33:I.Chapters 45-59.

The Contractor and/or subcontractor as applicable shall maintain LELAP accreditation for the duration of the contract term. Contractors must comply with LAC 33:I.5307.D as applicable: “Whenever samples are subcontracted to another environmental testing laboratory, the original laboratory shall maintain a verifiable copy of results with a chain of custody. This procedure may not be used to circumvent proper accreditation or any state requirements. The original laboratory is responsible for ensuring that the secondary laboratory used is properly accredited for the scope of testing performed.”

#### **1.1 Goals and Objectives**

The objective of this contract is to measure the amount of particulates in the environment that are equal to or less than 2.5  $\mu\text{m}$ . The goal is to ensure compliance with the Clean Air Act, as amended in 1990, in an effort to monitor and improve air quality.

#### **2.0 BACKGROUND INFORMATION**

The Department is required to collect data from the microgravimetric weighing of PM 2.5 filters, but does not have the capability to perform the weighing services in-house. Therefore, the Department relies on contracted, LELAP-accredited laboratories for these services. This data is compared to the National Ambient Air Quality Standards for PM 2.5, which is maintained by the US Environmental Protection Agency (USEPA).

#### **3.0 CONTRACTOR TASKS**

Services provided by the Contractor shall include the following tasks:

### **3.1 Commencement Conference or Conference Call**

A Commencement Conference shall be held between the Contractor's key personnel and Department staff to discuss the commencement of the project and answer any questions regarding the contract. The Commencement Conference shall be held at the Department's Headquarters in Baton Rouge (602 North 5<sup>th</sup> Street) or via conference call. The Department will schedule the conference, prepare an agenda for the meeting, take the minutes, and distribute copies of the minutes to all participants. The Contractor shall come to the conference prepared to request clarification of any issues not clearly understood. The Department reserves the right to hold a conference call in lieu of a meeting at the Department's Headquarters, or waive the requirement for a commencement conference. No work may be performed by the Contractor until the Commencement Conference has been completed or waived. **Attendance by the Contractor's Project Manager shall be mandatory.**

### **3.2 Development of Quality Assurance Project Plan**

The Contractor shall prepare and submit to the Department a Quality Assurance Project Plan (QAPP) conforming to EPA's Guidance for Quality Assurance Project Plans, QA / G-5, which can be found at: <https://www.epa.gov/sites/default/files/2015-06/documents/g5-final.pdf>. The Contractor shall submit the QAPP within seven (7) calendar days of receipt of the Notice to Proceed to [doug.wafer@la.gov](mailto:doug.wafer@la.gov).

Filter weighing activities shall not occur until the Department's approval of the QAPP, unless due to extenuating circumstances, the Department waives this requirement.

### **3.3 Consulting Services**

At the direction of the Department, the Contractor shall provide billable consulting services related to microgravimetric weighing of PM 2.5 filters. Billable consulting services shall be for special situations or projects, assigned by the Department. The Contractor shall send requests for billable consulting services in writing to the Department. The anticipated hours of consulting will be negotiated in advance between the Department and the Contractor, and must be approved by the Department Project Manager. The Department does not anticipate requiring the Contractor to travel.

### **3.4 Microgravimetric Weighing**

The Contractor shall conduct microgravimetric weighing of PM 2.5 filter elements. This process shall include pre-weighing and post-weighing of filters using a microbalance capable of  $\pm 1\mu\text{g}$  readability and repeatability, archiving of filters, and calculation of particulate concentrations. All filter handling and weighing procedures as well as associated QA/QC measures shall be conducted by the Contractor in accordance with EPA's regulatory requirements (40 CFR 50, Appendix L, Sec. 8) and Section 7.4, 8.1 and 8.2 of EPA's Quality Assurance Handbook for Air Pollution Measurement Systems, Vol. II, Ambient Air Specific Methods, EPA/600/R-94/038b.

### **3.5 Receipt of Filters from the Department**

The Contractor will receive the filters, filter cassettes, filter cassette magazines and the magazine containers, which will be provided by the Department. These will be sent to the Contractor by the Department upon execution of the contract. Projected start date for the work is anticipated to be April 1, 2023, which will require the appropriate number of pre-weighed filters to reach each of the five regions listed in Enclosure A, Filter Shipping Locations, four (4) calendar days prior to the work start date.

### **3.6 Sample Shipping**

The Contractor shall provide shipping for tare (pre-weighed) filters and samples. In order to comply with EPA's 4°C requirement, the Contractor shall provide a common carrier (e.g. UPS, FedEx, or other reputable overnight express parcel service) recipient billing account for the use of the Department to facilitate shipping of samples to the Contractor's site. For transport of exposed filters, the Contractor shall provide special shipping containers with an appropriate cooling medium which demonstrates compliance with EPA's regulatory requirements (40 CFR 50, Appendix L, Sec. 8) and Section 7.4, 8.1 and 8.2 of EPA's Quality Assurance Handbook for Air Pollution Measurement Systems, Vol. II, Ambient Air Specific Methods, EPA/600/R-94/038b. Minimum/Maximum thermometers provided by the Contractor shall be included in sample shipments for temperature monitoring.

Filters shall be shipped by the Contractor to the five (5) locations listed in Enclosure A.

#### **3.6.1 Expiration of Tared Filters**

The Contractor shall recondition and reweigh all unused filter elements that have exceeded the maximum of 30 calendar days allowed between tare weight determination and exposure. If the expiration of tared filters could have been prevented by the Contractor, then the additional costs for shipping, handling, and re-taring the expired filter elements shall be absorbed by the Contractor. If the expiration of tared filter is due to circumstances beyond the control of the Contractor, then the additional costs for shipping, handling, and re-taring of each expired filter element shall be charged to the Department at the rate of one-half of the cost per sample.

Filters must be received by the regional office within seven (7) calendar days of the initial weighing by the contract laboratory to prevent expiration before they can be used. The EPA posts a monitoring schedule for the year to show the sampling frequencies. Since each region has different units that run on 3-day, 6-day, and 12-day (calendar) schedules, diligence is needed to ensure that the filters are sent to that region on time. The postmark (date and time stamped) and the monitoring schedule for that region will be used to determine if the laboratory has sent the filters in time to be utilized before the filter's expiration date. If the postmark on the shipment indicates less than 20 calendar days from the expiration date and the filters cannot be used in time, then this will be used to show that the Contractor will absorb the extra expense.

**3.7 Anticipated Volume**

The Department anticipates a volume of 2700 ± 5% for the period January through December (or 12 month period); this number includes both field samples and field blanks.

**4.0 PROJECT SCHEDULE**

The project schedule shall be determined by the Department and the Contractor. Frequency of shipments should be in accordance with Enclosure B, Suggested Shipping Schedule.

**5.0 QUALIFICATIONS OF THE CONTRACTOR'S PERSONNEL**

The Contractor shall provide qualified personnel, including non-supervisory, to accomplish the required tasks. Personnel should have relevant experience in microgravimetric weighing of PM 2.5 filters. All personnel, including non-supervisory personnel, must meet education and experience requirements of LAC 33:I. Chapters 45-59, Laboratory Accreditation.

The Department anticipates that the functions described in the Statement of Work may be shared by combinations of project personnel (dual assignments). Desired education and experience are stated in the table below:

<b>Key Project Personnel</b>		
***Resumes should be provided for <u>all</u> key project personnel listed in this table. ***		
<b>Project Personnel</b>	<b>Responsibilities</b>	<b>Desired Qualifications</b>
Laboratory Manager	Executive level decisions regarding services provided to the Department.	Two (2) years managerial experience in an analytical laboratory
Laboratory Technical Director (including backup)	On site management at the laboratory facility, discuss methods, alternative methods, analytical procedures, and facility operations with the Department's Project Manager. Refer also to SOW Section 5.0.	Bachelor's degree in science or a minimum of four years' equivalent experience in a related field and two years' experience in the area of environmental analysis.
Project Manager	Day to day contact with the Department Project Manager regarding sample supplies, pickup and receipt of samples, status of analysis and reporting, and day to day contact with the Department Contract Manager regarding invoices as necessary.	Bachelor's degree in Science and three (3) years' experience (prior to this RFP's proposal submission deadline) in microgravimetric weighing of PM 2.5 filters in accordance with EPA Quality Assurance Guidance Document 2.12.

Quality Assurance Manager	Ensure adherence to the laboratory's Quality Assurance/Quality Control Plans, implementation of the Quality Assurance Program, and evaluate analytical data objectively.	Bachelor's degree in science or four (4) years' equivalent experience in a related field and two years' environmental laboratory experience.
Supervisor	Managing all aspects of the applicable laboratory department, including ensuring that methods or other proper protocols are being followed. Supervise and manage instrument operators and analysts.	Bachelor's degree or a minimum of four (4) years' experience in a related field and one year of experience in the area to be supervised, preferably with a minimum of six months' supervisory experience.

<b>Other Project Personnel</b>	
<b>Project Personnel</b>	<b>Responsibilities</b>
Instrument Operators	Operation of laboratory instrumentation, assist as necessary with maintenance and calibration of equipment, perform lab analysis in accordance with approved methods, and data interpretation
Analysts	Assist with sample preparation and analysis, maintaining and cleaning work spaces, perform data entry and documentation, data interpretation

The Contractor shall name a back-up Laboratory Technical Director to answer questions about analytical methods or procedures if the primary Laboratory Technical Director is unavailable. The back-up Laboratory Technical Director shall be familiar with all Laboratory Technical Director responsibilities outlined above before assuming the back-up position.

Back-up staff shall also be available to assume Project Manager responsibilities in the event the Project Manager is temporarily unavailable.

**6.0 PROJECT MANAGEMENT**

The Contractor shall provide efficient management throughout the term of the contract to ensure the successful completion of assigned projects. The duties and responsibilities for project management shall continue throughout the term of the contract. The resources and methodology for project management activities shall be the responsibility of the Contractor.

Project management shall include, but not be limited to, the following activities:

- (1) supervision of the Contractor's personnel;
- (2) contract administration:
  - (a) invoicing;
  - (b) changes to the contract;

- (c) resolving disputes between the Contractor and the Department; and
  - (d) compliance by the Contractor with all contract clauses and conditions;
- (3) scheduling meetings and training sessions;
- (4) record-keeping, including maintenance of all supporting documentation and records for ten (10) years after final payment in accordance with LELAP standards; and
- (5) preparation and submission of submittals and deliverables

The Contractor shall assign a Project Manager, as listed in the Contractor's proposal, to represent the Contractor's organization and to manage the project. The Department reserves the right to approve the person assigned as Project Manager.

The Contractor's Project Manager shall be responsible for project monitoring and compliance. The Contractor's Project Manager must keep the Department Project Manager informed of the project status through email, phone contact, and informal communication.

## **6.1 Deliverables**

The Contractor shall prepare and submit the following written deliverables to the Department within the time specified.

- Quality Assurance Project Plan (QAPP) per SOW Section 3.2; and
- The Contractor shall submit weighing results (calculated PM 2.5 values in microgram per cubic meter unit) and appropriate QA/QC results by email to [doug.wafer@la.gov](mailto:doug.wafer@la.gov) in Air Quality Systems (AQS) format on a monthly basis or no later than thirty (30) calendar days from receipt of download data set from the Department.. For information on AQS refer to the following link: <https://www.epa.gov/aqs>.

All hard copy results, if requested by the Department, shall be mailed to:

Louisiana Department of Environmental Quality  
Office of Environmental Assessment  
Air Planning and Assessment Division  
P.O. Box 4312  
Baton Rouge, LA 70821-4312  
Attn: Doug Wafer

The Department will review the report, provide comments as necessary, and forward any comments to the Contractor. The Contractor shall address all comments and submit a final document for acceptance. Upon completion of the contract, the Contractor shall return all materials provided by the Department for use during this contract.

## **7.0 DEPARTMENT RESPONSIBILITIES**

As part of its responsibilities under the contract, the Department shall:

- (1) provide points of contact (liaisons) for technical and contract activities (Project Manager and Contract Manager).
- (2) provide filters for weighing in a timely manner;
- (3) provide the Department materials (documents, reports, photographs, etc.) for the Contractor's work as necessary;
- (4) review, require revision as necessary, and accept deliverables.

The Department will be available for assistance to the Contractor in solving problems or answering questions that may arise and will meet with the Contractor as necessary. However, the Department shall not be responsible for the Contractor's performance of the work and reserves the right to reject deficient work.

## **8.0 MONITORING AND METHODS TO MEASURE PERFORMANCE**

The Department's Project Manager will monitor the progress of the Contractor during the contract by:

- (1) monitoring the Contractor's work through telephone communication, meetings and review of Monthly Progress Reports;
- (2) ensuring that deliverables are submitted within the timeframe of the contract;
- (3) reviewing, requiring correction as necessary, and approving all deliverables and submittals;

The Department's Project Manager will measure the successful performance of the Contractor by reviewing and evaluating the acceptability of all deliverables and submittals.

In addition, the Department maintains the right to conduct a site visit and inspect Contractor laboratories and sample preparation facilities at any reasonable time during business hours. Audits will be conducted according to LAC 33: I: 4709 and LAC 33: I: Chapter 51.

## **9.0 MEASUREMENT AND PAYMENT**

The Contractor shall be compensated for the tasks required in this Statement of Work according to the rates specified in Attachment 2, Schedule of Prices. Payment may be requested by the Contractor upon successful completion of each task and acceptance of the task deliverable by the Department.

Payment for work performed under this contract will not exceed the agreed contract amount. Additional work performed by the Contractor without written authorization from the Department in the form of an approved contract amendment will not entitle him to an increase in contract price.

### **9.1 Commencement Conference or Conference Call**

The Commencement Conference payment item shall include all activities and resources necessary for participation by the Contractor (approximately two (2) hours) to be held at the Department's Headquarters in Baton Rouge or held via conference call at the discretion of the Department. Payment shall be made in one lump sum in accordance with the rates provided in Attachment 2, Schedule of Prices. Attendance of the Contractor's Project Manager is mandatory. Payment will be made by the Department following completion of the conference and submission of the Contractor's invoice. Only one (1) line item shall be charged. Payment shall be made at the lump sum rate.

If the conference is waived, then the Department will not be charged.

### **9.2 Quality Assurance Project Plan**

The Quality Assurance Project Plan payment line item shall be on a lump sum basis, and shall include all activities and resources necessary for development of the Quality Assurance Project Plan, including any necessary document revisions required by the Department.

### **9.3 Filter Processing**

The Filter Processing payment line item shall be on an "each" (per filter) basis, and shall include all activities and resources necessary for performing this task.

### **9.4 Consulting Services**

The Consulting Services payment line item shall be on an hourly basis, and shall include all activities and resources (including travel) necessary for performing this task. Hours to be paid will be limited to those approved on a case-by-case basis by the Department Project Manager. Refer to SOW Section 3.3.

**ATTACHMENT 2 SCHEDULE OF PRICES**  
**"Microgravimetric Weighing of PM 2.5 Filters"**  
**Louisiana Department of Environmental Quality**

<b>Line Item No.</b>	<b>Pay Item Description</b>	<b>Payment Unit</b>	<b>Maximum No. of Units</b>	<b>Unit Rate <sup>1</sup></b>	<b>Line Total</b>
1	Commencement Conference	Lump Sum	1	\$0	\$0
2	Commencement Conference Call	Lump Sum	1	\$0	\$0
3	Quality Assurance Project Plan	Lump Sum	1	\$0	\$0
4	Filter Processing <sup>2,3</sup>	Each	8505	\$54.90	\$466,924.50
5	Consulting Services	Hour	10	\$161.50	\$1,615.00
<b>Total Price</b>					<b>\$468,539.50</b>

<sup>1</sup> The rate shall include all direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), travel expenses associates with this line and profit.

<sup>2</sup>The per filter rate shall also include: shipping costs for tare (pre-weighed filters and samples), provision of reputable express parcel service recipient billing account for the use of the Department and its authorized agencies, prepared shipping containers, minimum/maximum thermometers, cooling medium, sample storage, and proper disposal of sample materials.

<sup>3</sup>Number of filters based on (31 shipping periods) x (87.1 filters) x (5% for contingency purposes) x (3 Years). Refer to Enclosure B, Suggested Shipping Schedule.

The Department reserves the right to transfer among existing "schedule of prices" line items. The cumulative transfers cannot exceed 10% of the total contract amount. Supporting documentation must accompany each transfer request.

**\*ALL BLANKS MUST BE COMPLETED**

**ATTACHMENT 3**

**Form A**

**MONITORING REPORT**

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

Project Title: “Microgravimetric Weighing of PM 2.5 Filters”

Invoice No.: \_\_\_\_\_ Invoice Amount: \_\_\_\_\_

Total Contract Amount: \$ \_\_\_\_\_ Balance: \$ \_\_\_\_\_

Reporting Period: \_\_\_\_\_

Total Invoiced to Date: \$ \_\_\_\_\_

I. WORK COMPLETED TO DATE:

A. **Hourly** (include services performed and number of hours worked).

B. **Scope of Services Outlined by Tasks** (include tasks completed or portion of task completed to date).

II. FOR EACH PROJECT A NARRATIVE OF IMPLEMENTATION PROGRESS INCLUDING:

A. **Tasks and/or milestones accomplished** (give dates)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**B. Tasks and/or milestones not accomplished with explanation of assessment of:**

1. Nature of problems encountered:

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2. Remedial action taken or planned:

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3. Whether minimum criteria for measure can still be met:

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4. Likely impact upon achievement:

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**III. DELIVERABLES**

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**IV. OTHER DISCUSSION OF SPECIAL NOTE**

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Contractor \_\_\_\_\_ Date \_\_\_\_\_  
Signature

Approval \_\_\_\_\_ Date \_\_\_\_\_  
Department Project Manager

## ATTACHMENT 4 REQUIREMENTS OF THE GRANT

In accordance with the EPA grant award from which this contract is partially funded, the Contractor is responsible for meeting the applicable requirements of the EPA General Terms and Conditions found at <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2021-or-later>, regarding this procurement contract and all subcontracts awarded by the Contractor.

The EPA repository for the general terms and conditions by year can be found at: <http://www.epa.gov/grants/grant-terms-and-conditions>.

### 1. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMPETITION REQUIREMENTS**

The Contractor agrees to ensure that disadvantaged business enterprises have the maximum opportunity to participate in the performance of this contract and any subcontracts for supplies, equipment, construction, or services that may be let. In this regard, the Contractor shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform services relating to this contract.

The following affirmative steps for utilizing DBEs are required:

- a. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBE's on solicitation lists and soliciting them whenever they are potential sources.
- b. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- c. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBE's in the competitive process.
- d. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- e. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.
- f. If the Contractor awards subcontracts, the Contractor is required to take steps outlined above (a. – e.).

The Contractor shall also maintain records documenting compliance with the six good faith efforts.

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

The Contractor shall pay all subcontractors for satisfactory performance no more than 30 days from the Contractor's receipt of payment from the Department.

The Contractor shall notify the Department in writing prior to any termination of DBE subcontractor for convenience.

If a DBE subcontractor fails to complete work for the Contractor for any reason, the Contractor shall employ the six good faith efforts if soliciting a replacement subcontractor.

## **2. DBE PROGRAM CERTIFICATION INFORMATION**

The Department wishes to encourage uncertified DBE's to seek certification. For more information refer to <http://www.epa.gov/resources-small-businesses/getting-epa-dbe-certified>.

## **3. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)**

The Contractor shall ensure that subcontract awards are not made to parties listed on the government-wide exclusions in the System for Award Management (SAM), "Debarment and Suspension", at: <http://www.sam.gov>. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

## **4. RESTRICTION ON LOBBYING**

In accordance with 40 CFR Part 34 and the EPA General Terms and Conditions, the Contractor shall file certification of compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) to the Department. The Contractor must certify, and if applicable, must require its subcontractors to certify, 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 of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The Contractor must also disclose, and must require its subcontractors to disclose, any lobbying with non-Federal funds that takes place in connection with obtaining the award of this Contract.

## **5. PROCUREMENT OF RECOVERED MATERIALS**

Consistent with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) and 2 CFR 200.322, the Contractor is required to procure: certain items designated in EPA guidelines, as identified in 40 CFR Part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; and solid

waste management services in a manner that maximizes energy and resource recovery; and to establish an affirmative procurement program for procurement of recovered materials as identified in the EPA guidelines. Pursuant to 40 CFR 247.2(d), the contractor may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

## 6. CLEAN AIR AND CLEAN WATER ACT

The Contractor is also required to comply with all applicable standards, orders or regulations issued pursuant to the CAA (42 U.S.C. 7401-767q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

## 7. REPORTING REQUIREMENTS

Reports required by this section must be submitted within the timeframe specified in each subsection. The reports should be submitted to:

Louisiana Department of Environmental Quality  
Financial Services Division  
Attn: Contracts  
P.O. Box 4303  
Baton Rouge, LA 70821-4303

- a. A procurement summary detailing purchases from Minority/Women Business Enterprises (MBE/WBE) shall be submitted annually by the Contractor on Attachment 4, Form A. The information in the report should cover the period ending September 30<sup>th</sup> and must be submitted within fourteen (14) calendar days of the end of the preceding period.

Failure to submit this report for the reporting period(s) listed above will result in payment being withheld.

- b. The Contractor must provide its SAM created Unique Entity Identifier (UEI) number by completing Attachment 4, Form B, Transparency Act Reporting Information Form. This form must be provided to the Department within 30 days upon receipt of a fully executed contract.

Failure to submit this form will result in payment being withheld.

- c. The Contractor must certify, and if applicable, must require its subcontractors to certify, that it has not used and will not use any federal funds as described in the EPA form, Certification Regarding Lobbying, by completing Attachment 4, Form C. **This form must be provided to the Department within 30 days upon receipt of a fully executed contract. Forms completed by subcontractors must be provided to the Department upon execution of the Contractor's subcontract.**

Failure to submit this form will result in payment being withheld.

- d. The Contractor must report, and if applicable, must require its subcontractors to report, any non-federally funded lobbying activities in connection with this federally-funded Contract by completing

Attachment 4, Form D, Disclosure of Lobbying Activities. This form must be provided to the Department within 30 days upon receipt of a fully executed contract. Forms completed by subcontractors must be provided to the Department upon execution of the Contractor's subcontract.

Failure to submit this form will result in payment being withheld.

**8. CYBERSECURITY GRANT CONDITION**

The Contractor shall ensure compliance with EPA cybersecurity requirements if the Contractor's network or information system is connected to EPA networks to transfer data to EPA using systems other than the Environmental Information Exchange network or EPA's Central Data Exchange. If the Contractor's connections do not go through the Environmental Information Exchange network or EPA's Central Data Exchange, the Contractor agrees to contact the EPA Region 6 Project Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Services Agreements as appropriate.

**ATTACHMENT 4  
Form A**

**MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD  
EPA Financial Assistance Agreement Number: \_\_\_\_\_**

1. Procurement Made By		2. Business Enterprise		3. \$ Value of Procurement	4. Date of Award MM/DD/YY	5. Type of Product or Service (Enter Code)	6. Name/Address/Phone Number of MBE/WBE Contractor or Vendor
Contractor	Sub-Contractor	Minority	Women				

Type of product or service codes:

- 1 = Construction
- 2 = Supplies
- 3 = Services
- 4 = Equipment

A good faith effort has been made to obtain MBE/WBE vendors \_\_\_\_\_ **Signature** **DATE:** \_\_\_\_\_

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Contractor**

Annual Reporting for: (Oct \_\_\_\_\_ - Sept \_\_\_\_\_)  
Year Year

**ATTACHMENT 4  
FORM B  
TRANSPARENCY ACT REPORTING INFORMATION FORM**

This form is required for projects funded in whole or in part from federal grants awarded on or after April 4, 2022. This form must be provided to the Department within 30 days upon receipt of a fully executed contract.

<b>Contractor Information:</b>	
Name:	Research Triangle Institute
Unique Entity Identifier (UEI)*:	JJHCMK4NT5N3
LDEQ LaGov Number:	2000757544
Street Address	3040 East Cornwallis Road, PO Box 12194
City, State and Zip (Zip must include 4 digit extension)	Research Triangle Park, Durham NC 27709-2194
Federal Congressional District(s) of contractor Utility Service Area:	NC-004

\*The Unique Entity Identifier (UEI) is a 12-character alphanumeric ID assigned to an entity by SAM.gov. If the UEI provided above is registered under a different name than the recipient of funding, please provide the registration name below:

Unique Entity Identifier (UEI) Name	
-------------------------------------	--

Unique Entity Identifier (UEI) Registration Information: <https://www.sam.gov/SAM> OR 1-866-606-8220

<b>Physical Location of Project (Primary Place of Performance):</b>	
Street Address	3040 East Cornwallis Road, PO Box 12194
City, State and Zip (Zip must include 4 digit extension)	Research Triangle Park, Durham NC 27709-2194
Federal Congressional District(s) of Project Location	NC-004

Description of the project: to measure the particulates in the environment that are equal or less than 2.5 micrograms per cubic meter, to ensure compliance with federal mandates.

<b>Reliance upon Federal Assistance (please answer the below questions Yes or No):</b>	
Did contractor receive 80% or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	Yes
Did contractor receive \$25 million or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	Yes
Does the public have access to compensation of senior executives of the contractor through periodic reports filed under Section 13A or 15D of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986?	Yes

### CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.


(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<b>* APPLICANT'S ORGANIZATION</b> Research Triangle Institute	
<b>* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</b>	
Prefix: <input type="text"/>	* First Name: Neveen Middle Name: <input type="text"/>
* Last Name: Zeit	Suffix: <input type="text"/>
* Title: Senior Contracting Officer	
<b>* SIGNATURE:</b> 	<b>* DATE:</b> March 17, 2023

### DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB  
4040-0013

<b>1. * Type of Federal Action:</b> <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
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**4. Name and Address of Reporting Entity:**

Prime     SubAwardee

\* Name: **Research Triangle Institute**

\* Street 1: **3040 East Cornwallis Road**    Street 2: **PO Box 12194**

\* City: **Research Triangle Park**    State: **North Carolina**    Zip: **NC 27709-2194**

Congressional District, if known: **NC-004**

**5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:**

n/a

<b>6. * Federal Department/Agency:</b> <b>US Environmental Protection Agency</b>	<b>7. * Federal Program Name/Description:</b> <b>Microgravimetric Weighing of PM 2.5 Filters</b>  CFDA Number, if applicable: <b>66</b>
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<b>8. Federal Action Number, if known:</b> [ ]	<b>9. Award Amount, if known:</b> \$ [ ]
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**10. a. Name and Address of Lobbying Registrant:**

Prefix [ ] \* First Name **n/a** Middle Name [ ]

\* Last Name [ ] Suffix [ ]

\* Street 1 [ ] Street 2 [ ]

\* City [ ] State [ ] Zip [ ]

**b. Individual Performing Services** (including address if different from No. 10a)


Prefix [ ] \* First Name **n/a** Middle Name [ ]

\* Last Name [ ] Suffix [ ]

\* Street 1 [ ] Street 2 [ ]

\* City [ ] State [ ] Zip [ ]

**11.** Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\* Signature:  [Redacted]

\* Name: Prefix [ ] \* First Name **Neveen** Middle Name [ ]

\* Last Name **Zeit** Suffix [ ]

Title: **Senior Contracting Officer** Telephone No.: **(919) 485-7665** Date: **March 27, 2023**

**Enclosure A**  
**FILTER SHIPPING LOCATIONS**

Filters shall be shipped by the Contractor to the five locations listed below:

1. Acadiana Regional Office  
111 New Center Drive  
Lafayette, La. 70508  
ATTN: Troy Fontenot
  
2. Dept. of Environmental Quality (Capital Regional Ofc.)  
602 N. Fifth St.  
Baton Rouge, LA 70802  
ATTN: Steve Murrell, APAD/Air Field Services Section
  
3. Northwest Regional Office  
1525 Fairfield, Room 520  
Shreveport, LA 71101-4388  
ATTN: Joel Harris
  
4. Southeast Regional Office  
201 Evans Road, Building 4, Suite 420  
New Orleans, LA 70123-5230  
ATTN: Kim Winters
  
5. Southwest Regional Office  
1301 Gadwall Street  
Lake Charles, LA 70615  
ATTN: Courtney Villemarette

**Enclosure B  
Suggested Shipping Schedule (Based on a 12 day period)**

**Estimated PM 2.5 Filter Assessment for January - December (or 12 Month period) by Region**

Region	Number of Monitors	Sampling Frequency 1 in:	Number of Filters to be sent every shipping period*
<b>Capital Region (CRO) - contact: Steve Murrell</b>			
BR Capitol	1	1	12
BR Capitol Collocated	1	12	1
Geismar	1	3	4
Port Allen	1	1	12
Hammond	1	3	4
Hammond Collocated	1	12	1
Total Number of Filters for the Region (includes 5 blanks) =			39
<b>Southeast Region - contact: Kim Winters</b>			
Kenner	1	6	2
Near Road	1	3	4
Marrero	1	3	4
Chalmette Vista	1	6	2
Houma	1	3	4
Total Number of Filters for the Region (includes 5 blanks) =			21
<b>Southwest Region - contact: Courtney Villemarette</b>			
Vinton	1	3	4
Total Number of Filters for the Region (includes 1 blank) =			5
<b>Acadian Region - contact: Troy Fontenot</b>			
Alexandria- LSU	1	3	4
Lafayette - USGS	1	3	4
Total Number of Filters for the Region (includes 1 blank) =			9
<b>Northwest Region - contact: Joel Harris</b>			
Shreveport Calumet	1	3	4
Shreveport Calumet Collocated	1	12	1
Monroe Airport	1	3	4
Total Number of Filters for the Region (includes 3 blanks) =			12
Approximate Total with blanks			86
+ contingency			1.1
<b>Approximate Total</b>			<b>87.1</b>
This total is approximate because is based on scheduled runs. Does not account for downtime, special extra runs, etc.			

**The number of blanks will be an additional 10-15% of the total number of filters used at each site and divided among the total number of shipping periods.**

\* A shipping period will be every 12 calendar days. There will be 31 shipping periods, thirty 12-day periods and one 5-day period. LDEQ reserves the right to extend the 5-day period to a 12-day period.

\*\* For Alexandria & Houma sites, 4 and 5 filters should be alternated between shipments.

Anticipated volume 31 shipping periods x 87.1 samples = 2700 +/- 5% for January to December: 2835  
 (or 12 Month Period)  
 X three YR term = 8505

# Agenda Item No. 7

Review and approval of  
an amendment to the  
contract between the  
state's office of risk  
management and  
Sedgwick Claims  
Management Services,  
Inc.

State of Louisiana  
Office of State Procurement

Jeff Landry  
Governor


Taylor F. Barras  
Commissioner of Administration



Division of Administration  
1201 N. Third Street, Suite 2-160  
Baton Rouge, Louisiana 70802-5243  
Phone (225) 342-8010  
Fax (225) 342-9756

February 2, 2026

TO: Marsha Pemble  
Chief Executive Officer  
Office of Risk Management

FROM: Pamela Bartfay Rice, Esq., CPPO   
Assistant Director, Professional Contracts

RE: OSP Pre-Approval for JLCB  
Amendment #3 to contract – Sedgwick Claims Management Services, Inc.  
LaGov PO#: 2000683645

The above-referenced contract amendment has been reviewed by the Office of State Procurement. The document complies with the State Procurement Code and is ready for submission to the Joint Legislative Committee on the Budget. Upon approval of the contract amendment in accordance with La. R.S. 39:1615 (J), please return the "Agency Memo to OSP After JLCB Approval," along with the stamped contract from the JLCB.

**The contract amendment will not receive final approval by OSP until all appropriate approvals are received and each is submitted to OSP in LaGov and/or LESA, as applicable.**

If you should have any further questions/comments, please do not hesitate to contact me.

**AMENDMENT TO  
CONSULTING SERVICES CONTRACT FOR THIRD PARTY ADMINISTRATION  
OF CLAIMS MANAGEMENT AND LOSS PREVENTION SERVICES  
BETWEEN THE STATE OF LOUISIANA, DIVISION OF ADMINISTRATION,  
OFFICE OF RISK MANAGEMENT AND SEDGWICK CLAIMS MANAGEMENT  
SERVICES INC.**

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**Amendment to Section 1 and Section 2**

**Change From:**

**1. TERM OF CONTRACT**

This Contract shall begin August 1, 2022 and will end on **July 31, 2026**.

**ORM is exercising the option to extend the current contract for one (1) additional year. In addition, ORM is reserving the right to exercise the option to extend for a final additional year, for a maximum contract term of five (5) years with all proper approvals and concurrence of the Contractor.**

**Extending the contract beyond the initial three (3) year term requires review and approval by the Joint Legislative Committee on the Budget (JLCB).**

Notwithstanding any other provision, this Contract and any amendments resulting from RFP#2021-ORM-TPA, shall not become effective until approved as required by statues and regulations of the State of Louisiana (State).

**Change To**

**1. TERM OF CONTRACT**

This Contract shall begin August 1, 2022 and will end on **July 31, 2027**.

**This is the final extension available for this Contract.**

**Extending the contract beyond the initial three (3) year term requires review and approval by the Joint Legislative Committee on the Budget (JLCB).**

Notwithstanding any other provision, this Contract and any amendments resulting from RFP#2021-ORM-TPA, shall not become effective until approved as required by statues and regulations of the State of Louisiana (State).

**Change From:**

**2. COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

In consideration of the services required by this Contract, ORM hereby agrees to pay to Contractor a maximum of **\$61,226,294.00(sixty-one million, two hundred twenty-six thousand, two hundred ninety-four dollars)** for the three-year term.

With the option to renew, a maximum of **\$20,881,988.00 (twenty million eight hundred eighty-one thousand nine hundred eighty-eight dollars)** for the one (1) additional year

Therefore the maximum amount of the contract is **\$82,108,282.00(eighty-two million one hundred eight thousand two hundred eighty-two dollars)** for the four year term.

In addition, ORM is reserving the right to exercise the option to extend for a final additional year for a maximum of **\$21,111,149.00(Twenty-one million one hundred eleven thousand one hundred forty nine dollars)**

Therefore the maximum amount of the contract is **\$103,219,431.00(one hundred three million, two hundred nineteen thousand, four hundred thirty one dollars)** for the five year term.

Details are fully set forth in **Attachment B (approved with Amendment #001): Compensation Summary, and Parts 1 through 5.**

**ORM is exercising the option to extend the current contract for one (1) additional year (year 4). In addition, ORM is reserving the right to exercise the option to extend for a final additional year (year 5)**

**Change To**

**2. COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

**ORM is exercising the option to extend for a final additional year for an additional amount of \$21,111,149.00(Twenty-one million one hundred eleven thousand one hundred forty nine dollars) to cover costs for the final year.**

Therefore, the maximum amount of the contract is **\$103,219,431.00(one hundred three million, two hundred nineteen thousand, four hundred thirty one dollars)** for the five year term.

**Amendment to Attachment B- Compensation Summary Table**

**Change From:**

Compensation Summary					
	Year 1	Year 2	Year 3	Year 4	Year 5
Part 1 - Transition Planning & Implementatio	\$8				
Part 2 - Service Fees	\$13,492,453	\$13,694,840	\$13,900,262	\$14,108,765	\$14,320,396
Part 3 - Emergency Disaster Service Fees	\$5,899,415	\$5,914,529	\$5,930,049	\$5,946,107	\$5,962,165
Part 4 - Recovery Fees	\$729,000	\$729,000	\$729,000	\$729,000	\$729,000
Part 5 – Optional Services	\$15,834.00	\$95,238	\$96,666	\$98,116	\$99,588
Annual Totals	\$20,136,710	\$20,433,607	\$20,655,977	\$20,881,988	\$21,111,149
Proposal Total for the Initial 3-Year Contract Period:	\$61,226,294			Total for 5-Year Contract Period:	\$103,219,431
<p><b>ORM is exercising the right to extend the contract to include the cost for year 4. In addition, ORM is reserving the right to exercise the option to extend for a final additional year to include the cost for year 5.</b></p>					

**Change To:**

Compensation Summary					
	Year 1	Year 2	Year 3	<b>Year 4</b>	<b>Year 5</b>
Part 1 - Transition Planning & Implementation Fees	\$8				
Part 2 - Service Fees	\$13,492,453	\$13,694,840	\$13,900,262	<b>\$14,108,765</b>	<b>\$14,320,396</b>
Part 3 - Emergency Disaster Service Fees	\$5,899,415	\$5,914,529	\$5,930,049	<b>\$5,946,107</b>	<b>\$5,962,165</b>
Part 4 - Recovery Fees	\$729,000	\$729,000	\$729,000	<b>\$729,000</b>	<b>\$729,000</b>
Part 5 – Optional Services	\$15,834.00	\$95,238	\$96,666	<b>\$98,116</b>	<b>\$99,588</b>
Annual Totals	\$20,136,710	\$20,433,607	\$20,655,977	<b>\$20,881,988</b>	<b>\$21,111,149</b>
Proposal Total for the Initial 3-Year Contract Period:	\$61,226,294			<b>Total for 4-Year Contract Period: \$82,108,282.00</b>	<b>Total for 5-Year Contract Period: \$103,219,431.00</b>

Contract#2000683645  
Amendment #003

This amendment contains all revised terms and conditions agreed upon by contracting parties.


DONE AND SIGNED on the dates indicated below.

**CONTRACTING PARTIES:**

**Sedgwick Claims Management  
Services, Inc.**

**State of Louisiana  
Division of Administration**

Signed by:  
  
7A4657B8447044D...  
**J. Edward Peel**  
**Vice President**

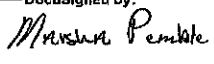
  
\_\_\_\_\_  
**Taylor Bayras**  
**Commissioner of Administration**

Date Signed 2/6/2026

Date Signed 2/11/24

**AGENCY:**

**State of Louisiana  
Office of Risk Management**

DocuSigned by:  
  
0F8A7848F93A4FB...  
**Marsha Pemble**  
**Chief Executive Officer**

Date Signed 2/6/2026

**CONSULTING SERVICES CONTRACT FOR THIRD PARTY ADMINISTRATION OF  
CLAIMS MANAGEMENT AND LOSS PREVENTION SERVICES  
BETWEEN OFFICE OF RISK MANAGEMENT AND  
SEDGWICK CLAIMS MANAGEMENT SERVICES, INC.**

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This Agreement (hereinafter "Agreement" or "Contract") is entered into by and between the State of Louisiana, Division of Administration, Office of Risk Management, (hereinafter "ORM" or "State") and Sedgwick Claims Management Services, Inc. (hereinafter "Sedgwick" or "Contractor") under the following terms and conditions. Contractor and ORM may sometimes hereinafter be collectively referred to as the "Parties" and individually as a "Party."

**1. TERM OF CONTRACT**

This Contract shall begin August 1, 2022 and will end on July 31, 2025.

ORM may also exercise an option to extend for up to an additional two (2) years for a maximum contract term of five (5) years with all proper approvals and concurrence of the Contractor. Extension of the Contract beyond the initial three (3) year term requires approval by the Joint Legislative Committee on the Budget (JLCB).

Notwithstanding any other provision, this Contract and any amendments resulting from RFP #2021-ORM-TPA, shall not become effective until approved as required by statutes and regulations of the State of Louisiana (State).

**2. COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

In consideration of the services required by this Contract, ORM hereby agrees to pay to Contractor a maximum of \$61,018,556 (sixty one million, eighteen thousand, five hundred fifty-six dollars) for the three-year term. In the event that the option to renew for an additional 2 (two) years is executed, a maximum of \$41,795,433 (forty one million, seven hundred ninety five thousand, four hundred thirty three dollars) will be paid for the additional 2 (two) years. Details are more fully set forth in Attachment B: Cost Schedule, Compensation Summary and Parts 1 through 4. Notwithstanding any other provisions to the contrary, if ORM exercises the right to extend the Contract to include years 4 and 5, the cost schedule amounts for the years 4 and 5 shall be subject to further negotiation.

All pricing is fully burdened, inclusive of Contractor travel and all Contract-related expenses, unless expenses are otherwise designated as Allocated Loss Adjustment Expenses (ALAE) or pre-approved for payment by ORM.

In the event a change occurs in state government structure or ORM's program that results in a significant change in the services required under this Contract, ORM State and Contractor will negotiate a cost adjustment and amend the Contract accordingly.

## **A. Implementation Fees**

In consideration of the services required by this Contract, ORM hereby agrees to pay to Contractor a maximum of \$ 8.00 (eight dollars) in implementation fees, as more fully described in Attachment B: Cost Schedule Part 1 and Compensation Summary. This fee shall cover all one-time start-up costs required to begin providing services for each line of coverage, underwriting, and loss prevention. Contractor may submit invoices to ORM upon completion of services, on or after August 1, 2022.

## **B. Service Fees**

The Service Fees will be payable in monthly increments, each equal to one twelfth (1/12) of the annual amount specified in Attachment B: Cost Schedule, Part 2 and Compensation Summary.

Service Fees apply to the handling of all new claims, all open claims, and closed claims that re-open across all lines of coverage until final closure, along with all loss prevention and underwriting services. See Attachment A: Scope of Services.

The Service Fees include all of the following:

- daily claims adjusting services
- normal claim investigation services
- property loss damage appraisals
- payment of claims
- invoice and bill review
- workers' compensation fee schedule reductions
- workers' compensation utilization reviews
- workers' compensation pharmacy benefit management
- workers' compensation drug utilization reviews (DURs))
- fees for Medicare Set Aside (MSA)) approvals
- fees for Centers for Medicare/Medicaid Service (CMS) approvals
- appearances at trial, mediations, or other required meetings
- ISO fees (Insurance Services Offices, Inc.)
- real property appraisals for exposure purposes
- safety consultation and loss prevention services
- loss prevention agency safety audit services
- IIS (inclusive of CMIS, RMIS and other software/applications) hosting and support services, including training, report development, ftp site, integration with and upload link development with State systems
- IIS storage of all current and historic claims data and documents
- requests for data and information transfer between systems or to other contractors (See Attachment A: Scope of Services)

- data compilation and documents for responses to public records requests, audits and reviews, and regulatory requests
- administration of outside counsel legal services contracts and payment of fees as a pass-through expense

The Service Fees also include travel expenses, other direct/ indirect costs, and all overhead/ operating costs for all services included in the Contract.

The following Allocated Loss Adjustment Expenses (ALAE) are **NOT** included in the Service Fees.

- Legal fees and expenses, including depositions and non-expert witness fees
- Court reporter fees
- Court costs
- Expert witness fees
- Private investigation services, including but not limited to surveillance, skip trace services, background checks, and asset checks
- Specialized, subcontracted investigation of major claims (subject to ORM approval)
- Vehicle damage appraisals
- Independent medical evaluations (IME)
- Rehabilitation consulting fees
- Salvage, towing, and storage
- Fees for official reports (ex., police reports)
- Medical records/reports
- Mediation/arbitration fees
- Medical Review Panel fees on medical malpractice claims
- Medical case management
- Return to work/Transitional duty consultations
- Translation services
- Transcription services
- Vocational rehabilitation
- Credit Bureau reports
- Accident reconstructions (subject to ORM approval)

See Attachment A: Scope of Services regarding limitations applicable to these expenses.

### **C. Emergency Disaster Service Fee and Recovery Fees**

ORM agrees to pay Contractor a maximum of \$19,930,993 (nineteen million, nine hundred thirty thousand, nine hundred ninety three dollars) in Emergency Disaster Service and Recovery Fees, which will be billed as they arise, according to the rates

established in Attachment B: Cost Schedule, Parts 3, 4 and Compensation Summary. The number of claims and the total amounts on the Cost Schedule for each of these categories are estimated. Funds in these categories that are not used in any specific year may be rolled forward to subsequent years for usage in either of these payment categories.

#### **i). Emergency Disaster Service Fees**

The Emergency Disaster Service Fees for each year of the Contract and the two potential extension periods are intended to cover the additional costs associated with managing property claims after a catastrophic event. This schedule will only be invoked for Federal or State declared disasters and other events specifically approved by ORM. No cost beyond the regular Service Fees may be assessed to ORM for full-time personnel assigned to the program (see Attachment A: Scope of Services).

The rate per catastrophe claim shall be billed on the schedule provided on Attachment B: Cost Schedules. The rate is based on the amount of estimated damages per claim. A flat rate is specified for the five lowest dollar damage ranges. Rates for higher ranges are specified as a percentage of damages. This rate shall be all-inclusive; examples include catastrophe adjusters, field adjusters, photos, mileage, driving time, steep pitch roof assessments, tall building access fees, birds-eye photos, drones, and any other costs associated with managing property claims after a catastrophic event. Unless deemed necessary and approved by ORM, no fees will be allowed for supplements or re-inspections. The rate charged for the catastrophe claim may be increased or credited if new information becomes available that causes the monetary value of the claim to change from one tier to another. For claims originally charged at a flat rate, the rate may be increased to a percentage-based fee if the revised gross cost of repairs or replacement move the claim into a higher damage tier.

The catastrophe claim rate includes all costs associated with retaining a Catastrophe Manager and any duties the Catastrophe Manager will be required to perform.

Contractor may charge an Adjusted Emergency Disaster Service Fee with a maximum percentage increase up to 50% of the tiered rates provided on Attachment B: Cost Schedule, Part 3 - Emergency Disaster Service Fees after the occurrence of a Federal or State declared disaster or other event specifically approved by ORM IF at least one of the following criteria is met:

(1) three (3) or more Presidentially-declared disasters occur nationwide within 30 calendar days, resulting in a shortage of qualified catastrophe adjusters, and/or

(2) the monthly average count of open non-catastrophe claims increases in volume by 200% or more due to a single disaster or due to multiple disasters that occur within one year, which cause(s) Contractor to increase the number of adjusters to maintain the current level of service under this Contract.

The Adjusted Emergency Disaster Service Fee will be considered upon a demonstration that either, or both, of the criteria have been met. The adjusted fee can be billed with the approval of ORM for the duration of the shortage and/or higher claims volume, or 6 months, whichever is less. ORM will periodically request verification that the criteria continues to be met and the causal connection still exists between the catastrophe conditions, the market conditions, and the need for increased rates.

Upon the request of ORM, Contractor shall provide the services of a Lead Program CAT Adjuster, at the rate of \$185 per hour.

#### **ii). Recovery Fees**

The Contractor shall provide Recovery Services for collection of Subrogation Claims and Workers' Compensation Second Injury Fund Claims. Contractor will be paid 11% of amounts collected for Second Injury Fund Claims. Contractor will be paid 17.5% of amounts collected for Subrogation Claims. The paid amount accounts for and includes all costs associated with the respective recovery. If a Subrogation Claim is referred to the Attorney General's Office or the Office of Debt Recovery for recovery, no funds will be paid to Contractor for any part of the recovery.

#### **D. Optional Services**

At any time during the term of this Contract, ORM reserves the right to implement any or all of the optional services at the rates provided in Contractor's proposal to RFP #2021-ORM-TPA.

### **3. PROHIBITION AGAINST ADVANCE PAYMENTS**

No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law.

### **4. GOALS AND OBJECTIVES**

Contractor will act as a Third Party Administrator for Claims Management and Loss Prevention Services on behalf of the Office of Risk Management. Contractor will provide Claims Management Services in all 13 of ORM's covered lines, including Worker's Compensation, Property, Medical Malpractice, Auto Liability, and Commercial General Liability. Contractor will provide all identified duties associated with the ORM's obligations that are defined in more detail in Attachment A: Scope of Services. The following is a non-exhaustive list of duties which the Contractor will manage and perform:

- Adjust and pay claims across multiple lines of coverage
- Conduct loss prevention consultations and provide recommendations
- Provide claims reports to various regulatory bodies

- Track the defense of litigated tort claims and pay judgments/settlements
- Assist in the management of federal and state-declared disaster losses and recovery processes
- Appraise real property
- Produce insurance premium invoices and track premium data
- Provide an Integrated Information System (IIS), containing all of the functionality of a Risk Management Information System (RMIS) and Claims Management Information System (CMIS), and also supporting ORM's underwriting, loss control, accounting, administrative, and financial reporting needs.
- Collaborate with ORM's other contractors, including but not limited to the Disaster Management Consultant, Actuary, Insurance Broker, and Remediation Contractors.

## **5. SCOPE OF SERVICES**

Contractor shall perform services according to the terms of this Contract and according to Attachment A: Scope of Services.

## **6. DELIVERABLES**

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in Attachment A: Scope of Services.

## **7. MONITORING PLAN**

The State Risk Assistant Director will oversee the monitoring and management of the services provided by the Contractor and the expenditure of funds under this Contract. ORM will identify unit level supervisory staff to act as contract performance monitors and to be responsible for the day-to-day contact with the Contractor and the day-to-day monitoring of the Contractor's performance. See Attachment C: Monitoring Plan and Key Performance Penalties.

## **8. TERMS OF PAYMENT**

Payments cannot be made to Contractor in advance of services being performed (See La. R.S. 39:1613.)

Contractor may submit invoices for Transition Planning and Implementation Fees upon completion of services on or after August 1, 2022.

At the end of each month, Contractor will submit monthly detailed invoices for Service Fees for services performed in the preceding month based on 1/12 of the annual Contract rate. Payment for monthly invoices will be contingent on satisfactory progress for all work performed.

Contractor will submit a monthly invoice for Recovery Service Fees together with appropriate documentation from each file upon which recovery was made. Documents

submitted by Contractor must be sufficient to verify the amount recovered and the date when the amount was recovered.

Contractor will submit detailed invoices for Emergency Disaster Services Fees on a monthly basis. The invoice package shall include sufficient detail and documentation to identify each charge by claim and claim estimate.

The Contractor shall not submit invoices more frequently than monthly.

Payment is dependent upon satisfaction of the following conditions: (1) successful completion of the services and deliverables described in this Contract; (2) acceptance of the services and deliverables; (3) receipt of an invoice in the form required by ORM; and (4) approval by the State Assistant Risk Director or designee.

Under normal circumstances, ORM will remit payment of undisputed invoices to Contractor within thirty (30) calendar days of approval of invoices. ORM makes every effort to pay all valid or undisputed invoices in a timely manner.

If ORM identifies a disputed item or a charge requiring additional verification, the State Assistant Risk Director or designee will work with Contractor to determine a reasonable period of time within which to respond. ORM may choose to pay the undisputed portion of the invoice immediately.

Contractor will not be paid more than the maximum amount of the Contract.

## **9. VETERAN/HUDSON SMALL ENTREPRENEURSHIP PROGRAM PARTICIPATION**

During the term of the Contract and at expiration of the Contract, the Contractor shall report Veteran-Owned, Service-Connected Disabled Veteran-Owned, and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.

## **10. KEY PERSONNEL**

**A.** At a minimum, Contractor shall provide the following **key personnel** under this contract:

- 1) Account Director,
- 2) Client Services Director, and
- 3) Information Technology and Data Liaison/ Data Analyst

**B.** Contractor's key personnel assigned to the Contract shall not be replaced without the prior written consent of ORM. Such consent shall not be unreasonably withheld or delayed, provided an equally qualified replacement is offered. In the event that any Contractor key personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project external to the Contract, that is outside of Contractor's

reasonable control, Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks.

## **11. STATE FURNISHED RESOURCES**

ORM shall appoint a Contract Administrator who will provide oversight of the activities conducted under the Contract. ORM's Contract Administrator or designee shall be the principal point of contact concerning the Contractor's performance under this Contract.

ORM contract performance monitors will act as day-to-day contacts for Contractor in specific areas of performance and will oversee activities under the direction of ORM's Contract Administrator or designee.

## **12. TAXES**

Contractor shall pay all taxes on the funds received from this Contract under federal tax identification number 36-2685608.

Before the Contract may be approved, La. R.S. 39:1624 (A) (10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then ORM may proceed with alternate arrangements without notice to the Contractor and without penalty.

## **13. TERMINATION**

### **A. Termination for Cause**

Should the State determine that the Contractor has failed to comply with the Contract's terms, the State may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the State determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the Contract termination date.

If the Contractor seeks to terminate the Contract for cause, the Contractor shall file a complaint under La. R.S. 39:1672.2-1672.3.

## **B. Termination for Convenience**

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor a termination date. Contractor shall be entitled to payment for services performed through the final date of performance. Contractor may terminate the Contract at any time without penalty by giving ninety (90) days written notice to the State of such termination or negotiating with the State a termination date. Contractor shall be entitled to payment for services performed through the final date of performance.

## **C. Fiscal Funding**

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

## **14. REMEDIES FOR DEFAULT**

Any claim or controversy arising out of this Contract shall be resolved by the provisions of La. R.S. 39:1672.2 - 1672.4.

## **15. GOVERNING LAW**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in RFP #21-ORM\_TPA; and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

## **16. E-VERIFY**

The Contractor shall comply with the provisions of R.S. 23:995 and federal law pertaining to E-Verify in the performance of services under this Contract.

## **17. OWNERSHIP OF WORK PRODUCT**

All software, data files, documentation, records, worksheets, or any other related materials developed under this Contract by Contractor exclusively for the State shall become the property of the State upon creation. All material related to the Contract and/or

obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract.

## **18. DATA/RECORD RETENTION**

Contractor shall retain all its books, records, and other documents relevant to this Contract and the funds expended hereunder for at least five (5) years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this Contract. Contractor shall comply with all applicable State and Federal laws regarding data retention and provide for a transition period that accommodates all data retention requirements of the State, including data retained and length of retention, following Contract termination, regardless of the reason for Contract termination. Additionally, all State data must be sanitized in compliance with the most currently approved revision of NIST SP 800-66.

## **19. RECORD OWNERSHIP**

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract.

## **20. CONTRACTOR'S COOPERATION**

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

## **21. ASSIGNABILITY**

Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten (10) calendar days of the assignment, the Contractor shall provide notice of the assignment to the ORM and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State which consent shall not be unreasonably withheld or delayed. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

## **22. RIGHT TO AUDIT**

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this Contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

## **23. NON-DISCRIMINATION**

Contractor agrees to abide by the requirements of the following as applicable and amended: 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; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Fair Housing Act of 1968; and, Americans with Disabilities Act of 1990.

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

## **24. CONTINUING OBLIGATION**

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

## **25. ELIGIBILITY STATUS**

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

## **26. CONFIDENTIALITY**

Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protective measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning the services under this Contract without prior express written approval of the State.

## **27. AMENDMENTS**

Any modification to the provisions of this Contract shall be in writing, signed by all parties, and approved by the required authorities.

## **28. PROHIBITED USE OF FUNDS**

Contractor shall not use funds received for services rendered under this Contract to urge an elector to vote for or against any candidate or proposition on an election ballot, or to lobby for or against any matter the Louisiana Legislature or a local governing authority is considering to become law. This provision shall not prevent the use of public funds for the dissemination of factual information relative to any proposition on an election ballot or any matter being considered by the Louisiana Legislature or a local governing authority.

## **29. SUBCONTRACTORS**

The Contractor may, with prior written permission from the State, which permission shall not be unreasonably withheld or delayed, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or ORM for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

## **30. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

In accordance with La. R.S. 39:1602.1, effective May 22, 2018, for any contract for \$100,000 or more and for any Contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

### **31. WARRANTIES**

Contractor shall provide all services with a high degree of care, skill, diligence, professional knowledge, judgment and expertise, according to sound work practices and accepted professional and industry standards, in a well-managed, organized and efficient manner and to the entire satisfaction of ORM. Contractor warrants and represents that all services shall 1) be of high quality, 2) comply with all applicable laws, regulations, standards, and codes, 3) not violate any patent, copyright, trade secret, or other proprietary interests, and 4) otherwise fully conform in all respects to the signed Contract terms. If, in the opinion of the ORM, any work is unreasonably delayed, executed carelessly or negligently, or fails to comply with requirements of applicable laws, ORM may notify Contractor of such deficiencies. Upon ORM's request, Contractor shall promptly correct or re-perform services at no additional charge. Unreasonable delay, careless work, negligent performance, failure to comply with the law, or failure to comply with ORM's request to correct faulty services may result in termination for cause [see Section13(A)].

### **32. DUTY TO DEFEND**

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

### **33. LIABILITY AND INDEMNIFICATION**

#### **A. Contractor Liability**

Contractor shall be liable to the State for any damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including reasonable attorney fees), obligations, and other liabilities arising directly out of any act or omission of Contractor, its owners, partners, employees, agents, or subcontractors, but only to the extent any such injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including reasonable attorney fees), obligations or other liabilities are not due to the acts or omissions of the State.

#### **B. Force Majeure**

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore,

neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

### **C. Indemnification**

Contractor shall indemnify and hold harmless the State for any injury, death, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including reasonable attorney fees), obligations, and other liabilities relating to injury or death to any person, or damage, loss or destruction to any property, which may arise directly from the acts or omissions of Contractor, its owners, partners, employees, agents, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

### **D. Intellectual Property Indemnification**

Contractor shall indemnify and hold harmless the State from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the State's unauthorized: i) modification or alteration of the product, material or

service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

#### **E. Limitation of Liability**

Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, the State shall not be liable for incidental, indirect, special, or consequential damages. The State shall not be liable for lost profits, lost revenue, or lost institutional operating savings.

#### **F. Other remedies**

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

### **34. INSURANCE**

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total Contract amount. See Attachment E: Insurance Requirements for Contractors.

### **35. LICENSES AND PERMITS**

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work under this Contract.

### **36. SECURITY**

Contractor's personnel shall always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.

### **37. CYBERSECURITY TRAINING**

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, the Contractor, any of its employees, agents, or subcontractors with access to State government information technology assets, shall complete the Louisiana Department of State Civil Service cybersecurity training annually. The Louisiana Department of State Civil Service cybersecurity training course is available at no cost. The Contractor must present evidence of such compliance annually and upon request.

For purposes of this Section, the Office of Technology Services will make all final determinations as to whether the contracted services require access to State government information technology assets. "Access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples include, but are not - limited to, permissions to maintain or modify IT systems used by the State; or, possession of State-issued laptops, credentials to access the State network, or badges to access the State's telecommunications closets or systems.

### **38. CODE OF ETHICS**

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

### **39. SEVERABILITY**

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

### **40. OUTSOURCING OF KEY INTERNAL CONTROLS**

ORM requires Contractor, and any subcontractors who perform a key internal control, to submit an annual Statement on Standards for Attestation Engagements (SSAE) No. 18 SOC 1 Type 2 Report (SOC Report) and related Bridge Letters. ORM also requires Contractor, and any applicable subcontractors, to submit Annual Audited Financial Statements (Audited Financials). The cost of providing the SOC Report and Audited Financials shall be the sole cost of the Contractor (or subcontractor).

Each required submission shall include an Independent Auditor Opinion, with the SOC Report providing assurance to the suitability of the Contractor's (claim processing) system design for the report period; the suitability of controls related to control objectives; and the operating effectiveness of its controls and procedures. An Auditor Opinion on the Contractor's financial statements provides assurance that the statement presents fairly, in all material respects, the financial position of the Contractor as of the statement period(s), and the results of its operations and its cash flows for the year(s) then ended, in conformity with accounting principles generally accepted in the United States of America. These reports and their independent assurances support ORM's duty to monitor contractors that administer key internal controls, to ensure ongoing operational viability and financial viability of (outsourced) Risk Management Program components.

If an opinion other than an Unqualified Auditor Opinion is issued for the SOC 1 Type II Report, the Contractor may be required to provide a quality control plan, such as third-party Quality Assurance (QA), Independent Verification and Validation (IV &V), or other internal project/program reviews and audits. If required, these quality assurance provisions will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. The independent third party firm will submit a final report on controls placed in operations for the project and include a detailed description of the tests of the operating effectiveness of controls that they performed. Such assurances may be performed annually during the term of the Contract. The Contractor agrees to implement recommendations as suggested by the audits within three months of report issuance at no cost to ORM.

The Contractor shall supply ORM with an exact copy of annual SOC Reports and the annual Audited Financials for Contractor and any subcontractors within thirty (30) calendar days of completion.

#### **41. HEADINGS**

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

#### **42. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

This Contract, (together with the Request for Proposal #21-ORM-TPA and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals) constitutes the entire agreement between the parties with respect to the subject matter.

This Contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals #21-ORM-TPA and the Contractor's Proposal; second priority shall be given to the provisions of the Request for Proposals #21-ORM-TPA and amendments thereto; and third priority shall be given to the provisions of the Contractor's Proposal.

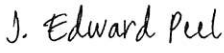
#### **43. CONTRACT APPROVAL**

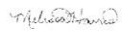
This Contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with La.R.S.39:1595.1.

**THUS DONE AND SIGNED on the dates noted below:**

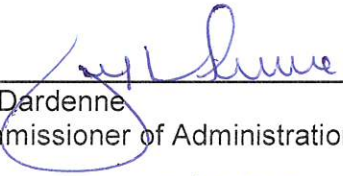
Sedgwick Claims Management Services,  
Inc.

State of Louisiana  
Office of Risk Management

DocuSigned by:  
  
7DC53FAE269348F  
Name J. Edward Peel  
Title Vice President  
Date Signed 8/10/2022 | 6:50 AM CDT

DocuSigned by:  
  
742260144E70470  
Name Melissa A. Harris  
Title State Risk Director  
Date Signed 8/11/2022 | 9:00 AM CDT

State of Louisiana  
Division of Administration

  
Name Jay Dardenne  
Title Commissioner of Administration  
Date Signed 8/15/22

**AMENDMENT TO  
CONSULTING SERVICES CONTRACT FOR THIRD PARTY ADMINISTRATION  
OF CLAIMS MANAGEMENT AND LOSS PREVENTION SERVICES  
BETWEEN THE OFFICE OF RISK MANAGEMENT  
AND SEDGWICK CLAIMS MANAGEMENT SERVICES INC.**

---

**Amendment to Section 2**

**Change From:**

**2. COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

In consideration of the services required by this Contract, ORM hereby agrees to pay to Contractor a maximum of \$61,018,556 (sixty one million, eighteen thousand, five hundred fifty-six dollars) for the three-year term. In the event that the option to renew for an additional 2 (two) years is executed, a maximum of \$41,795,433 (forty one million, seven hundred ninety five thousand, four hundred thirty three dollars) will be paid for the additional 2 (two) years. Details are more fully set forth in Attachment B: Cost Schedule, Compensation Summary and Parts 1 through 4. Notwithstanding any other provisions to the contrary, if ORM exercises the right to extend the Contract to include years 4 and 5, the cost schedule amounts for the years 4 and 5 shall be subject to further negotiation.

**Change To:**

**2. COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

In consideration of the services required by this Contract, ORM hereby agrees to pay to Contractor a maximum of \$61,226,294 (sixty one million, two hundred twenty-six thousand, two hundred ninety-four dollars) for the three-year term. In the event that the option to renew for an additional 2 (two) years is executed, a maximum of \$41, 993,137 (forty one million, nine hundred ninety-three thousand, one hundred thirty-seven dollars) will be paid for the additional 2 (two) years. Details are more fully set forth in Attachment B: Cost Schedule, Compensation Summary and Parts 1 through 5. Notwithstanding any other provisions to the contrary, if ORM exercises the right to extend the Contract to

include years 4 and 5, the cost schedule amounts for the years 4 and 5 shall be subject to further negotiation.

**Amendment to Attachment A: Scope of Services**

**Change From:**

**Table of Contents**

- I. Administrative Requirements and Operations.....21
  - A. Location, Facilities, and Basic Operating Requirements.....21
  - B. Staffing Requirements.....22
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  - D. Training and Education.....25
  - E. Financial Management Processes.....26
  - F. Financial Reports and Audit Requirements.....27
- II. Technology Requirements: Integrated Information System(s) (115).....28
  - A. General System(s) Requirements.....28
  - B. Other Specialized System Requirements.....29
- III. Claims Management - All Coverage Lines.....31
  - A. Requirements Applicable to All Coverage Lines.....31
  - B. Reserving Practices.....33
  - C. Litigation and Settlements.....33
  - D. Subrogation and Recoveries.....34
- IV. Workers' Compensation Program.....36
  - A. Statutory Workers' Compensation Claims.....36
  - B. Federal Workers Compensation: Jones Act, Longshore Harbor Workers Act (LSHWA), and Defense Base Act (DBA) Claims.....39
- V. Property Program.....40
  - A. Property Damage Claims.....40
  - B. Disaster and Recovery Management.....41
  - C. Equipment Breakdown.....42
  - D. Fine Art Claims.....42
- VI. Transportation, Medical Malpractice, & Cyber Program.....43
  - A. Automobile Liability Claims.....43
  - B. Auto Physical Damage Claims.....43
  - C. Road Hazard Liability Claims.....43
  - D. Wet Marine Claims (Hull and Protection & Indemnity).....44
  - E. Aviation Claims (Hull and Liability), including Airport Operations.....44
  - F. Medical Malpractice.....45
  - G. Cyber (1" party and 3" party).....45
- VII. Commercial General Liability (CGL).....46
  - A. CGL Claims (Including Premises-Operations, Public Officials, Professional, Employment Practices, Personal Injury, Media, and Civil/Constitutional Rights).....46
- VIII. Loss Prevention and Underwriting Services.....47
  - A. Loss Prevention Insured Agency Safety Audits.....47

B. Loss Prevention Training.....	47
C. Targeted Risk Improvement Program.....	48
D. Investigations and Consultations.....	48
E. Quarterly Meetings.....	49
F. Real Property Appraisals.....	49
G. Premium Invoice Report.....	50

**Change To:**

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I. Administrative Requirements and Operations.....	21
A. Location, Facilities, and Basic Operating Requirements.....	21
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D. Wet Marine Claims (Hull and Protection & Indemnity).....	44
E. Aviation Claims (Hull and Liability), including Airport Operations.....	44
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G. Cyber (1" party and 3" party).....	45
VII. Commercial General Liability (CGL).....	46
A. CGL Claims (Including Premises-Operations, Public Officials, Professional, Employment Practices, Personal Injury, Media, and Civil/Constitutional Rights).....	46
VIII. Loss Prevention and Underwriting Services.....	47

A.	Loss Prevention Insured Agency Safety Audits.....	47
B.	Loss Prevention Training.....	47
C.	Targeted Risk Improvement Program.....	48
D.	Investigations and Consultations.....	48
E.	Quarterly Meetings.....	49
F.	Real Property Appraisals.....	49
G.	Premium Invoice Report.....	50
IX.	Optional Services.....	50
A.	High-Value Building Re-Valuation Project.....	50

**Amendment to Attachment A**

**Add:**

**X. Optional Services**

**A. High-Value Buildings Re-Valuation Project**

1. Contractor shall provide staff for the task of re-valuations on specific high-value buildings. All re-valuations shall be performed by an appraiser who meets this Contract's Underwriting Services Staffing requirements. (See Attachment A: Scope of Services, Part I Administrative Requirements and Operations, Section B Staffing Requirements, Paragraph 23)
2. Contractor shall provide the necessary resources and training to ensure the staff will adequately perform the project tasks included in the scope of services.
3. Scope of Services
  - a. Contractor shall submit a proposed scope of services annually to update the values of buildings predetermined by ORM.
  - b. The Re-Valuation Project is to begin on date selected and agreed upon by Contractor and ORM.
  - c. Contractor shall update each of the high-value buildings to current replacement cost values.
  - d. Valuations to assume all criteria set forth by ORM.
  - e. All updates to building values shall be verified and successfully sent to LaGov ERP by date selected and agreed upon by Contractor and ORM.
4. Payment and Cost Summary
  - a. The fees for the Re-valuation Project will be invoiced

separately and payable as described in each annual proposed scope of services and per Attachment B: Cost Schedule, Part 5.

- b. Fees for the Re-valuation Project will apply to the services detailed in Attachment A: Scope of Services, Part IX Optional Services, Section A High-Value Buildings Re-Valuation Project, Paragraph 3.
  - c. The fee for year 1 was determined based on: 1 staff member, a six-month project timeline and 401 identified buildings.
  - d. The projected costs for years 2 through 5 included a 1.5% increase each year.
5. ORM reserves the right to accept or reject the Contractor's proposed scope of services for each year of the contract term, including any additional contract years resulting from an extension.

**Amendment to Attachment B, Compensation Summary Table (p. 51 of Original Contract)**

**Change From:**

Compensation Summary					
	Year 1	Year 2	Year 3	Year 4	Year 5
Part 1 - Transition Planning & Implementation Fees	\$8				
Part 2 - Service Fees	\$13,492,453	\$13,694,840	\$13,900,262	\$14,108,765	\$14,320,396
Part 3 - Emergency Disaster Service Fees	\$5,899,415	\$5,914,529	\$5,930,049	\$5,946,107	\$5,962,165
Part 4 - Recovery Fees	\$729,000	\$729,000	\$729,000	\$729,000	\$729,000
Annual Totals	\$20,120,876	\$20,338,369	\$20,559,311	\$20,763,872	\$21,011,561
Proposal Total for the Initial 3-Year Contract Period:	\$61,018,556		Total for 5-Year Contract Period:		\$102,813,989
<p><b>If ORM exercises the right to extend the contract to include years 4 and 5, the costs For years 4 and 5 shall be subject to further negotiation.</b></p>					

**Change To:**

Compensation Summary					
	Year 1	Year 2	Year 3	Year 4	Year 5
Part 1 - Transition Planning & Implementation Fees	\$8				
Part 2 - Service Fees	\$13,492,453	\$13,694,840	\$13,900,262	\$14,108,765	\$14,320,396
Part 3 - Emergency Disaster Service Fees	\$5,899,415	\$5,914,529	\$5,930,049	\$5,946,107	\$5,962,165
Part 4 - Recovery Fees	\$729,000	\$729,000	\$729,000	\$729,000	\$729,000
Part 5 - Optional Services	\$15,834	\$95,238	\$96,666	\$98,116	\$99,588
Annual Totals	\$20,136,710	\$20,433,607	\$20,655,977	\$20,881,988	\$21,111,149
Proposal Total for the Initial 3-Year Contract Period:	\$61,226,294		Total for 5-Year Contract Period:		\$103,219,431
<p>If ORM exercises the right to extend the contract to include years 4 and 5, the costs For years 4 and 5 shall be subject to further negotiation.</p>					

**Amendment to Attachment B**

**Add:**

Part 5 - Optional Services Fees					
	3-Year Contract Period			Optional Contract Renewal Period	
	Year 1	Year 2	Year 3	Year 4	Year 5
High-Value Buildings Re-valuation Program	\$15,834	\$95,238	\$96,666	\$98,116	\$99,588
<b>Annual Totals</b>	<b>\$15,834</b>	<b>\$95,238</b>	<b>\$96,666</b>	<b>\$98,116</b>	<b>\$99,588</b>

This amendment contains all revised terms and conditions agreed upon by contracting parties.

DONE AND SIGNED on the dates indicated below.

**Sedgwick Claims Management  
Services, Inc.**

**State of Louisiana  
Office of Risk Management**

*J. Edward Peel*

*Melissa Harris*

\_\_\_\_\_  
**J. Edward Peel  
Vice President**

\_\_\_\_\_  
**Melissa A. Harris  
State Risk Director**

Date Signed 8-29-23

Date Signed 8-29-23

**State of Louisiana  
Division of Administration**

*Jay Dardenne*

\_\_\_\_\_  
**Jay Dardenne  
Commissioner of Administration**

Date Signed 8/30/23

**Contract#2000683645  
Amendment #002**

**AMENDMENT TO  
CONSULTING SERVICES CONTRACT FOR THIRD PARTY ADMINISTRATION  
OF CLAIMS MANAGEMENT AND LOSS PREVENTION SERVICES  
BETWEEN THE OFFICE OF RISK MANAGEMENT  
AND SEDGWICK CLAIMS MANAGEMENT SERVICES INC.**

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**Amendment to Section 1 and addition of Section 44**

**Change From:**

**1. TERM OF CONTRACT**

This Contract shall begin August 1, 2022 and will end on July 31, 2025.

ORM may also exercise an option to extend for up to an additional two (2) years for a maximum contract term of five (5) years with all proper approvals and concurrence of the Contractor. Extension of the Contract beyond the initial three (3) year term requires approval by the Joint Legislative Committee on the Budget (JLCB).

Notwithstanding any other provision, this Contract and any amendments resulting from RFP#2021-ORM-TPA, shall not become effective until approved as required by statutes and regulations of the State of Louisiana (State).

**Change To**

**1. TERM OF CONTRACT**

This Contract shall begin August 1, 2022 and will end on July 31, 2026.

ORM is exercising the option to extend the current contract for one (1) additional year. In addition, ORM is reserving the right to exercise the option to extend for a final additional year, for a maximum contract term of five (5) years with all proper approvals and concurrence of the Contractor.

Extending the contract beyond the initial three (3) year term requires review and approval by the Joint Legislative Committee on the Budget (JLCB).

Notwithstanding any other provision, this Contract and any amendments resulting from RFP#2021-ORM-TPA, shall not become effective until approved as required by statutes and regulations of the State of Louisiana (State).

Approved by the Joint Legislative  
Committee on the Budget

**Change From:**

**2. COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

In consideration of the services required by this Contract, ORM hereby agrees to pay to Contractor a maximum of \$61,226,294.00 (sixty one million, two hundred twenty-six thousand, two hundred ninety-four dollars for the three-year term. In the event that the option to renew for an additional 2 (two) years is executed, a maximum of \$41,993,137.00 (forty one million, nine hundred ninety-three thousand, one hundred thirty-seven dollars) will be paid for the additional 2 (two) years.

Details are more fully set forth in Attachment B: Cost Schedule, Compensation Summary and Parts 1 through 5.

Notwithstanding any other provisions to the contrary, if ORM exercises the right to extend the Contract to include years 4 and 5, the cost schedule amounts for the years 4 and 5 shall be subject to further negotiation.

**Change To**

**2. COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

In consideration of the services required by this Contract, ORM hereby agrees to pay to Contractor a maximum of **\$61,226,294.00 (sixty-one million, two hundred twenty-six thousand, two hundred ninety-four dollars) for the three-year term.**

With the option to renew, a maximum of **\$20,881,988.00 (twenty million eight hundred eighty-one thousand nine hundred eighty-eight dollars) for the one (1) additional year**

Therefore the maximum amount of the contract is **\$82,108,282.00 (eighty-two million one hundred eight thousand two hundred eighty-two dollars) for the four year term.**

**In addition, ORM is reserving the right to exercise the option to extend for a final additional year for a maximum of \$21,111,149.00 (Twenty-one million one hundred eleven thousand one hundred forty nine dollars)**

Therefore the maximum amount of the contract is **\$103,219,431.00 (one hundred three million, two hundred nineteen thousand, four hundred thirty one dollars) for the five year term.**

**Contract#2000683645**

**Amendment #002**

Details are fully set forth in **Attachment B (approved with Amendment #001):**  
Compensation Summary, and Parts 1 through 5.

**ORM is exercising the option to extend the current contract for one (1)  
additional year (year 4). In addition, ORM is reserving the right to exercise the  
option to extend for a final additional year (year 5)**

**Additional Terms and Conditions:**

**44. PROHIBITION OF COMPANIES THAT DISCRIMINATE AGAINST  
FIREARM AND AMMUNITION INDUSTRIES:**

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of \$100,000 or more involving a for-profit company with at least fifty full-time employees:

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, Proposer or Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;
2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

**Contract#2000683645**

**Amendment #002**

**Amendment to Attachment B- Compensation Summary Table**

**Change From:**

Compensation Summary					
	Year 1	Year 2	Year 3	Year 4	Year 5
Part 1 - Transition Planning & Implementatio	\$8				
Part 2 - Service Fees	\$13,492,453	\$13,694,840	\$13,900,262	\$14,108,765	\$14,320,396
Part 3 - Emergency Disaster Service Fees	\$5,899,415	\$5,914,529	\$5,930,049	\$5,946,107	\$5,962,165
Part 4 - Recovery Fees	\$729,000	\$729,000	\$729,000	\$729,000	\$729,000
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Annual Totals	\$20,136,710	\$20,433,607	\$20,655,977	\$20,881,988	\$21,111,149
Proposal Total for the Initial 3-Year Contract Period:	\$61,226,294			Total for 5-Year Contract Period:	\$103,219,431
If ORM exercises the right to extend the contract to include years 4 and 5, the costs For years 4 and 5 shall be subject to further negotiation.					

**Change To:**

Compensation Summary					
	Year 1	Year 2	Year 3	Year 4	Year 5
Part 1 - Transition Planning & Implementation Fees	\$8				
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Part 3 - Emergency Disaster Service Fees	\$5,899,415	\$5,914,529	\$5,930,049	\$5,946,107	\$5,962,165
Part 4 - Recovery Fees	\$729,000	\$729,000	\$729,000	\$729,000	\$729,000
Part 5 - Optional Services	\$15,834.00	\$95,238	\$96,666	\$98,116	\$99,588
Annual Totals	\$20,136,710	\$20,433,607	\$20,655,977	\$20,881,988	\$21,111,149
Proposal Total for the Initial 3-Year Contract Period:	\$61,226,294			<b>Total for 4-Year Contract Period: \$82,108,282.00</b>	<b>Total for 5-Year Contract Period: \$103,219,431.00</b>
<b>ORM is exercising the right to extend the contract to include the costs for year 4. In addition, ORM is reserving the right to exercise the option to extend for a final additional year to include the costs for year 5.</b>					

**Contract#2000683645**

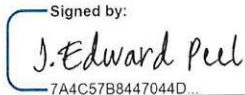
**Amendment #002**

This amendment contains all revised terms and conditions agreed upon by contracting parties.

DONE AND SIGNED on the dates indicated below.

**Sedgwick Claims Management  
Services, Inc.**

**State of Louisiana  
Office of Risk Management**

Signed by:  
  
7A4C57B8447044D...

**J. Edward Peel  
Vice President**

Date Signed 4/9/2025



**Marsha Pemble  
Interim State Risk Director**

Date Signed 4/9/2025

**State of Louisiana  
Division of Administration**



**Commissioner of Administration**

Date Signed 4/24/25

## Agenda Item No. 8

Review of an agreement  
between the Board of  
Supervisors for the University  
of Louisiana System, on behalf  
of Louisiana Tech University,  
and Innovative Student  
Facilities, Inc., in accordance  
with R.S. 39:366.11



# LOUISIANA TECH UNIVERSITY

## Office of the President

February 19, 2026

Representative Jack McFarland, Chairman  
Joint Legislative Committee on the Budget  
State Capitol Building  
Baton Rouge, Louisiana

Re: Louisiana Tech University  
Utility Infrastructure Lease Documents

Dear Chairman McFarland:

In accordance with La. R.S. 39:366.11 and on behalf of Louisiana Tech University (the "*University*"), we hereby request that you include a hearing regarding the above captioned matter on your agenda for the March 19 meeting of the Joint Legislative Committee on the Budget.

The Board of Supervisors for the University of Louisiana System (the "*Board*"), acting on behalf of the University, proposes to enter into a Ground and Buildings Lease Agreement (the "*Ground Lease*") and an Agreement to Lease with Option to Purchase (the "*Facilities Lease*" and, together with the Ground Lease, the "*Leases*") with Innovative Student Facilities, Inc., a nonprofit corporation whose purpose is to support and benefit the educational, scientific, research and public service missions of the University in connection with the proposed planning, design, acquisition, construction, renovation, improvement, and equipping of certain utility infrastructure projects, and other related improvements and facilities necessary or convenient in connection therewith for the benefit of the University (the "*Project*") as further described in the Leases.

The Board approved a resolution on December 11, 2025 approving the forms of an authorizing the execution of the Leases and the Project was approved by the Board of Regents on February 6, 2026. Following the hearing on the Leases that is required by the Joint Legislative Committee on the Budget, the financing of the Project is expected to be submitted for the approval of the State Bond Commission. Please contact me should you require additional information in advance of the hearing.

Thank you for your assistance.

Sincerely,

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

Dr. James B. Henderson,  
President



February 20, 2026

Representative Jack McFarland, Chairman  
Joint Legislative Committee on the Budget  
State Capitol Building  
Baton Rouge, Louisiana

Re: Louisiana Tech University  
Utility Infrastructure Lease Documents

Dear Chairman McFarland:

This letter will supplement the February 20, 2026 submission of Louisiana Tech University (the “*University*”) requesting that the execution of a Ground and Buildings Lease Agreement and of an Agreement to Lease with Option to Purchase (collectively, the “*Leases*”) with Innovative Student Facilities, Inc. (the “*Corporation*”), a nonprofit corporation whose purpose is to support and benefit the educational, scientific, research and public service missions of the University in connection with the proposed planning, design, acquisition, construction, renovation, improvement, and equipping of certain utility infrastructure projects, and other related improvements and facilities necessary or convenient in connection therewith for the benefit of the University (the “*Project*”) as further described in the Leases, be placed on the agenda of the Joint Legislative Committee on the Budget in accordance with La. R.S. 39:366.11.

The University currently operates a co-generation power plant that generates electrical power and provides steam to its main campus. This co-generation plant uses a natural gas fired turbine generator to produce electricity and a heat recovery steam generator to provide steam used for heating and cooling buildings. These utilities are distributed from the power plant building underground through the main campus to each building. The utility distribution systems have been in operation since the early 1940’s without any significant upgrades and are in poor condition.

The University plans to discontinue operating the co-generation power plant and the associated utility distribution systems. The University plans to connect the buildings currently served by its co-generation power plant to local utility companies. The City of Ruston will provide electrical utility service to these buildings and a local gas provider will provide natural gas utilities. The Leases described above are proposed to be executed by the University in connection with the issuance of revenue bonds on behalf of the Corporation to finance the Project.

We summarize the Leases, copies of which have also been submitted with this request, as follows with respect to information required by La. R.S. 39:366.11:

1) The public purpose of the Project is to finance the planning, design, acquisition, construction, renovation, improvement, and equipping of certain utility infrastructure projects, and other related improvements and facilities necessary or convenient in connection therewith for the benefit of the University, a state university governed by the Board of Supervisors for the University of Louisiana System (the “Board”);

2) The University and many other universities in the University of Louisiana System have relied on public-private partnerships to update their campuses. The public-private partnerships allow the universities to provide facilities that are not only attractive but that also meet the needs of today’s students. Neither the University, the University of Louisiana System nor the State of Louisiana has any financial obligation related to the facilities being constructed under the cooperative endeavor.

3) No general revenues of the State are being obligated to the Project. The term of the Leases is not to exceed 25 years or as long as bonds that finance the Project are outstanding, whichever is shorter. When the bonds are paid off, the Leases expire. The repayment of the bonds will be paid only from General Revenues of the University, which is defined below:

*“General Revenues of the University”* means, the funds, income, revenue, fees, receipts or charges of any nature from any source whatsoever on deposit with or accruing from time to time to the University, provided that no such funds, income, revenue, fees, receipts or charges shall be so included which have been or are in the future legally dedicated and required for other purposes by the terms of specific grants, by the terms of particular obligations issued or to be issued (to the extent pledged to pay debt service on such other obligations) or by operation of law, and provided further the full faith and credit of the University is not pledged. *“General Revenues of the University”* shall not include funds which are appropriated to or for the University by the State Legislature from the State’s General Fund.

The Board approved a resolution on December 11, 2025 approving the forms of an authorizing the execution of the Leases and the Project was approved by the Board of Regents on February 6, 2026. Following the hearing on the Leases that is required by the Joint Legislative Committee on the Budget, the financing of the Project is expected to be submitted for the approval of the State Bond Commission. Please confirm receipt of this information and do not hesitate to contact me should you require additional information in advance of the hearing.

Thank you for your assistance.

Sincerely,



Matthew W. Kern

Office of the Commissioner  
State of Louisiana  
Division of Administration

JEFF LANDRY  
GOVERNOR



TAYLOR F. BARRAS  
COMMISSIONER OF ADMINISTRATION

March 5, 2026

Dr. James Henderson  
President  
Louisiana Tech University  
201 Mayfield Ave.  
Ruston, Louisiana

Re: Louisiana Tech University  
Utility Infrastructure Lease Documents

Dear Dr. Henderson:

Drafts of a Ground and Buildings Lease Agreement (the “*Ground Leases*”) and an Agreement to Lease with Option to Purchase (the “*Facilities Leases*”) and, together with the Ground Leases, the “*Leases*”) between the Board of Supervisors for the University of Louisiana System (the “*Board*”), acting on behalf of Louisiana Tech University (the “*University*”), and Innovative Student Facilities, Inc. regarding the proposed planning, design, acquisition, construction, renovation, improvement, and equipping of certain utility infrastructure projects, and other related improvements and facilities necessary or convenient in connection therewith for the benefit of the University were recently submitted to my office for review. The Leases result in a non-public party generating or expending revenue of one million dollars or more per year from the operation, management, or control of a state resource. Accordingly, La. R.S. 39:366.11 requires that the agreement be reported to the Joint Legislative Committee on the Budget (the “*JLCB*”).

Please submit the proposed Leases and accompanying documents to the JLCB prior to their next regular meeting.

The following information should be provided with your submission:

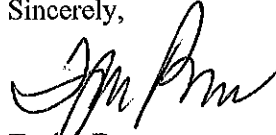
- 1) The public purpose sought to be accomplished by the cooperative endeavor;
- 2) The reason a cooperative endeavor with the non-public person is the preferred means by which to accomplish the public purpose as opposed to competitively bid or competitively negotiated contract; and
- 3) The nature and amount of all state resources being obligated, the nature of the obligation, and the expected duration of the obligation.

It is my understanding that the Leases were approved by the Board on December 11, 2025, by the Board of Regents on February 6, 2026 and that the financing contemplated by the Leases is expected to be submitted for the approval of the State Bond Commission following the JLCB hearing on the Leases.

Please note that this letter does not constitute approval of this project. It does not appear that the Leases will require approval by me.

Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read 'Taylor Barras', written in a cursive style.

Taylor Barras  
Commissioner of Administration

AGREEMENT TO LEASE WITH OPTION TO PURCHASE

by and between

INNOVATIVE STUDENT FACILITIES, INC.  
(as Lessor)

and

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

Dated as of \_\_\_\_\_ 1, 2026

in connection with:

\$ \_\_\_\_\_  
Louisiana Local Government Environmental Facilities  
and Community Development Authority Revenue Bonds  
(Innovative Student Facilities Inc. –  
Louisiana Tech University Infrastructure Improvements Project)  
Series 2026

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AGREEMENT TO LEASE WITH OPTION TO PURCHASE

This AGREEMENT TO LEASE WITH OPTION TO PURCHASE (together with any amendment hereto or supplement hereof, the “*Facilities Lease*”), dated and effective as of \_\_\_\_\_ 1, 2026, is entered into by and between INNOVATIVE STUDENT FACILITIES, INC., a Louisiana nonprofit corporation represented herein by its Chairperson (the “*Corporation*”); and the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM, a public constitutional corporation organized and existing under the laws of the State of Louisiana, represented herein by its duly authorized representative the President of Louisiana Tech University (the “*Board*”), acting herein on behalf of Louisiana Tech University, Ruston, Louisiana (the “*University*”).

WITNESSETH:

WHEREAS, the Board is a public constitutional corporation organized and existing under the laws of the State of Louisiana and the University is a university under its management pursuant to La. R.S. 17:3217;

WHEREAS, the Corporation is a nonprofit corporation organized and existing under the Louisiana Nonprofit Corporation Law (La. R.S. 12:201 *et seq.*) and an organization exempt from federal income tax under Section 501(a) of the Internal Revenue Code of 1986 (the “*Code*”) as an organization designated in Section 501(c)(3) of the Code, whose purpose is to support and benefit the educational, scientific, research, and public service missions of the University by acquiring, receiving, holding, investing, developing, providing, maintaining, leasing, as lessor or lessee, mortgaging, conveying and/or administering property and making expenditures to and for the benefit of the University;

WHEREAS, pursuant to La. R.S. 17:3361 through 17:3365, the Board is authorized to lease to a nonprofit entity, such as the Corporation, any portion of the campus or other immovable property of the University under the supervision and management of the Board;

WHEREAS, the Board, with and on behalf of the University, owns the ground on which the Corporation proposes to construct the Facilities (as defined herein);

WHEREAS, the Board and the Corporation have agreed to enter into a Ground and Buildings Lease Agreement dated as of even date herewith (the “*Ground Lease*”) whereby the Board will lease certain tracts of land and the buildings located thereon owned by the Board to the Corporation;

WHEREAS, in order to further the functions of the Board, the Corporation shall cause the planning, design, acquisition, construction, renovation, improvement, and equipping of certain utility infrastructure projects, and other related improvements and facilities necessary or convenient in connection therewith (the “*Facilities*”) for the University and all furnishings, fixtures, and equipment incidental or necessary in connection therewith, and to cause provision of maintenance and repairs with respect to all such facilities and all facilities leased thereto, including the immovable property described on Exhibit A of the Ground Lease and owned by, or under the supervision and management of the Board in the City of Ruston, Lincoln Parish, Louisiana;

WHEREAS, the Board and the Corporation have agreed that the Corporation, for the benefit of the Board, shall develop and construct the Facilities generally in accordance with Plans and Specifications (as defined herein) on the Leased Property pursuant to the Ground Lease and the Corporation shall sublease the Leased Property and lease the Facilities to the Board on behalf of the University pursuant to this Facilities Lease; and

WHEREAS, the planning, design, acquisition, construction, renovation, improvement, and equipping of the Facilities and the acquisition of immovable property in connection therewith shall be financed by the issuance by the Louisiana Local Government Environmental Facilities and Community Development Authority of \$\_\_\_\_\_ Revenue Bonds (Innovative Student Facilities, Inc. – Louisiana Tech University Infrastructure Improvements Project) Series 2026 (the “*Bonds*”);

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

SECTION 1. Definitions. Unless the context otherwise requires, the terms defined in this Section 1 shall, for all purposes of this Facilities Lease, have the meanings as set forth below. All other capitalized terms used herein without definition shall have the meanings as set forth in the Indenture (as hereinafter defined) or in the Agreement (as hereinafter defined). Other terms shall have the meanings assigned to them in other Sections of this Facilities Lease.

“*Additional Bonds*” shall mean parity bonds, if any, issued in one or more series on a parity with the Bonds pursuant to Section 26 hereof and Article 5 of the Indenture.

“*Additional Obligations*” shall have the meaning given such term in Section 27 hereof.

“*Additional Rental*” means the amounts specified as such in Section 6(c) of this Facilities Lease.

“*Administrative Expenses*” means the necessary, reasonable and direct out-of-pocket expenses incurred by the Authority, the Corporation (including, but not limited to, insurance premiums for insurance obtained for or on behalf of directors, officers, agents or employees of the Corporation), or the Trustee pursuant to the Indenture, the Agreement, the Ground Lease, or this Facilities Lease (including counsel fees and expenses), the compensation of the Trustee under the Indenture (including, but not limited to any annual administrative fee charged by the Trustee), the compensation of the Issuer (including annual audits of the Issuer relating to the Bonds), and the necessary, reasonable and direct out-of-pocket expenses of the Trustee incurred by the Trustee in the performance of its duties under the Indenture.

“*Agreement*” means the Loan and Assignment Agreement dated as of \_\_\_\_\_ 1, 2026 between the Corporation and the Authority, including any amendments and supplements thereof and thereto as permitted thereunder.

“*Assignment*” means the Assignment of Agreements and Documents by the Corporation in favor of the Trustee dated as of \_\_\_\_\_ 1, 2026.

“*Authority*” or “*Issuer*” means the Louisiana Local Government Environmental Facilities and Community Development Authority, as issuer of the Bonds.

“*Base Rental*” means the amounts referred to as such in Section 6(b) of this Facilities Lease (as such amounts may be adjusted from time to time in accordance with the terms hereof), but does not include Additional Rental or Extraordinary Rental.

“*Board*” means the Board of Supervisors for the University of Louisiana System, a public constitutional corporation organized and existing under the laws of the State of Louisiana, or its successor, acting herein on behalf of the University.

“*Board Representative*” means the President of Louisiana Tech University and one or more of the

persons designated and authorized in writing from time to time by the Board to represent the Board in exercising the Board's rights and performing the Board's obligations under this Facilities Lease; including the President of the Board of Supervisors for the University of Louisiana System, or his or her designee or the Assistant Vice President of Facilities Planning or Vice President for Finance and Administration of the Board of Supervisors for the University of Louisiana System, or his or her designee, or the University Representative if so designated by the President of the Board, of whom the Corporation has been notified in writing.

“*Bond*” or “*Bonds*” means, collectively, (i) the \$\_\_\_\_\_ Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Bonds (Innovative Student Facilities, Inc. – Louisiana Tech University Infrastructure Improvements Project) Series 2026, and such bonds issued in exchange for those issued pursuant to the Indenture, or in replacement for those issued pursuant to the Indenture, which bonds have been mutilated, destroyed, lost or stolen and (ii) any Additional Bonds issued pursuant to a supplemental Indenture as authorized by the Indenture.

“*Bond Counsel*” means Jones Walker LLP, or such other nationally recognized bond counsel may be selected by the Authority and acceptable to the Corporation.

“*Business Day*” means any day other than (i) a Saturday, (ii) a Sunday, (iii) any other day which banking institutions in New York, New York, Ruston, Louisiana, or Baton Rouge, Louisiana, are authorized or required not to be open for the transaction of regular banking business, or (iv) a day on which the New York Stock Exchange is closed.

“*CERCLA*” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§9601 et seq.).

“*Claim*” collectively means any claim, liability, demand, loss, damage, deficiency, litigation, cause of action, penalty, fine, judgment, defense, imposition, fee, lien, bonding cost, settlement, disbursement, penalty, cost or expenses of any and every kind and nature (including without limitation Litigation Expenses), whether known or unknown, incurred or potential, accrued, absolute, direct, indirect, contingent or otherwise and whether imposed by strict liability, negligence, or otherwise, and consequential, punitive and exemplary damage claims.

“*Code*” means the Internal Revenue Code of 1986, as amended, and the regulations and rulings promulgated thereunder.

“*Commencement Date*” shall mean the date on which the Bonds are delivered and payment therefor is received by the Authority.

“*Corporation*” means Innovative Student Facilities, Inc., a Louisiana nonprofit corporation, qualified as a federally designated 501(c)(3) organization, organized exclusively to promote, assist and benefit the mission of the University by engaging in any lawful activity in which a nonprofit corporation meeting the requirements of Section 501(c)(3) of the Internal Revenue Code of 1986 may engage, specifically including but not limited to acquiring, receiving, holding, investing, developing, providing, maintaining, leasing, as lessor or lessee, mortgaging, conveying and/or administering property and making expenditures to and for the benefit of the University.

“*Corporation Representative*” means the Chairperson, Vice Chairperson, Assistant Vice Chairperson, or Secretary/Treasurer of the Board of Directors of the Corporation.

“*Current Expenses*” means all necessary and reasonable expenses of maintaining and operating

the Facilities, including all necessary heating and cooling costs and other operating expenses, current maintenance charges, expenses of reasonable upkeep and repairs, properly allocated share of charges for insurance and all other expenses incidental to the operation of the student Facilities, including the cost of merchandise for resale, services, utilities and personnel and all allocated general administrative expenses of the Board but shall exclude depreciation and Costs of Issuance, as defined in the Indenture.

“*Debt Service Coverage Ratio*” means, for any Fiscal Year, the ratio determined by the Vice-President for Administration and Finance of the University by dividing (a) the General Revenues of the University for such Fiscal Year combined with earnings generated by the Debt Service Reserve Fund in excess of the Debt Service Reserve Fund Requirement by (b) Annual Debt Service on the Bonds outstanding and on any Additional Debt issued and proposed to be issued for such Fiscal Year plus Current Expenses.

“*Debt Service Fund*” means the Debt Service Fund created by the Indenture.

“*Default or Delay Rental*” means and shall consist of (i) all amounts, fees or expenses which the Corporation may be legally obligated to pay to Other Parties by reason of any default of the Board hereunder or any delay in payment of any sums due by the Board hereunder, and (ii) all costs, expenses and charges, including reasonable counsel fees, incurred by the Corporation, whether by suit or otherwise, in collecting sums payable hereunder or in enforcing any covenant or agreement of the Board contained in this Facilities Lease or incurred in obtaining possession of the Facilities after default by the Board, which shall be due not later than 30 days from notification that such Default or Delay Rentals are owed.

“*Effective Date*” means the date on which the Ground Lease, this Facilities Lease, the Indenture, the Assignment, and the Agreement have been executed and the proceeds of the Bonds are available to the Corporation.

“*Encumbrances*” means any lien, mortgage, encumbrance, privilege, charge, option, right of first refusal, conditional sales contract, security interest, mechanic’s and materialmen’s liens, or any lien or encumbrance securing payment of any Claims, including environmental Claims, or of any charges for labor, materials, supplies, equipment, taxes, or utilities, excluding the Option granted to the Board herein.

“*Environmental Requirements*” means all State, federal, local municipal, parish, and regional laws, statutes, rules, regulations, ordinances, codes, permits, approvals, plans, authorizations, concessions, investigation results, guidance documents; all legislative, judicial, and administrative judgments, decrees, orders, rules, rulings, and regulations; and all agreements and other restrictions and requirements in effect on or prior to the Commencement Date, of any Governmental Authority, including, without limitation, federal, state, and local authorities, relating to the regulation or protection of human health and safety, natural resources, conservation, the environment, or the storage, treatment, disposal, processing, release, discharge, emission, use, remediation, transportation, handling, or other management of industrial, gaseous, liquid or solid waste, hazardous or toxic substances or chemicals, or pollutants, and including without limitation the following environmental laws: the Clean Air Act, as amended (42 U.S.C. §§ 7401 et seq.); the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq.); the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. §§ 6901 et seq.); CERCLA, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. §§ 9601 et seq.); the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.); the Occupational Safety and Health Act, as amended (29 U.S.C. §§ 651 et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. §§ 136 et seq.); the Louisiana Environmental Quality Act (La. R.S. 30:2001 et seq.); and the Louisiana Air Quality Regulations (La. Admin. Code tit. 33, Pt. III), including any amendments or extensions thereof and any rules, regulations, standards or guidelines issued pursuant to or promulgated under any of the foregoing.

“*Event of Default*” means any default specified in and defined as such by Section 21 hereof.

“*Expiration Date*” means the expiration date of this Facilities Lease as set forth in Section 2 hereof.

“*Extraordinary Rental*” means an upfront payment by the Board of the amounts specified as such in 6(a) of this Facilities Lease.

“*Facilities*” means the planning, design, acquisition, construction, renovation, improvement, and equipping of certain utility infrastructure projects, and other related improvements and facilities necessary or convenient in connection therewith more particularly described in Exhibit A hereto.

“*Facilities Lease*” this Agreement to Lease With Option to Purchase dated as of \_\_\_\_\_ 1, 2026, including the Exhibits attached hereto, and any amendment or supplement hereto entered into from time to time in accordance with the terms hereof.

“*Fiscal Year*” means the fiscal year of the State, which at the date of this Facilities Lease is the period from July 1 to and including the following June 30.

“*FP&C*” shall mean the State’s Office of Facility Planning and Control of the Division of Administration, State of Louisiana.

“*General Revenues of the University*” means, the funds, income, revenue, fees, receipts or charges of any nature from any source whatsoever on deposit with or accruing from time to time to the University, provided that no such funds, income, revenue, fees, receipts or charges shall be so included which have been or are in the future legally dedicated and required for other purposes by the terms of specific grants, by the terms of particular obligations issued or to be issued (to the extent pledged to pay debt service on such other obligations) or by operation of law, and provided further the full faith and credit of the University is not pledged. “General Revenues of the University” shall not include funds which are appropriated to or for the University by the State Legislature from the State General Fund.

“*Governmental Authority*” means any federal, state, parish, regional, or local government, political subdivision, any governmental agency, department, authority, instrumentality, bureau, commission, board, official, or officer, any court, judge, examiner, or hearing officer, any legislative, judicial, executive, administrative, or regulatory body or committee or official thereof or private accrediting body.

“*Governmental Regulations*” means any and all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, writs, injunctions, rules, regulations, restrictions, permits, plans, authorizations, concessions, investigation, reports, guidelines, and requirements or accreditation standards of any Governmental Authority having jurisdiction over the Corporation and/or the Board, or affecting the Facilities.

“*Ground Lease*” means that certain Ground and Buildings Lease dated as of \_\_\_\_\_ 1, 2026 by and between the Board, as Lessor on behalf of the University, and the Corporation, as Lessee, whereby the Land upon which the Facilities shall be designed, developed, equipped, reconstructed, constructed and/or renovated.

“*Hazardous Substance*” means (a) any “hazardous substance” as defined in §101(14) of CERCLA (42 U.S.C. §9601(14)) or any regulations promulgated thereunder; (b) petroleum and petroleum by-products; (c) asbestos or asbestos containing material (“ACM”); (d) polychlorinated biphenyls; (e)

urea formaldehyde foam insulation; or (f) any additional substances or materials which at any time are classified, defined or considered to be explosive, corrosive, flammable, infectious, radioactive, mutagenic, carcinogenic, pollutants, hazardous or toxic under any of the Environmental Requirements.

“*Indenture*” means the Trust Indenture dated as of \_\_\_\_\_ 1, 2026 between the Authority and the Trustee, as it may be amended or supplemented from time to time by supplemental indentures in accordance with the provisions thereof.

“*Land*” means the immovable property, including ground and improvements, more particularly described on Exhibit A attached to the Ground Lease upon which upon which the Facilities are to be designed, developed, equipped, renovated, reconstructed and/or constructed.

“*Leased Property*” shall mean that immovable property, including ground and improvements, as more particularly described on Exhibit B hereto upon which the Facilities are located and upon which the Facilities are to be designed, developed, equipped and constructed.

“*Legal Expenses*” means the reasonable fees and charges of attorneys and of legal assistants, paralegals, law clerks and other persons and entities used by attorneys and under attorney supervision and all costs incurred or advanced by any of them irrespective of whether incurred in or advanced prior to the initiation of any legal, equitable, arbitration, administrative, bankruptcy, trial or similar proceedings and any appeal from any of same.

“*Litigation Expenses*” means all out-of-pocket costs and expenses incurred as a result of an Event of Default, or in connection with an indemnification obligation, including Legal Expenses, the reasonable fees and charges of experts and/or consultants, and all court costs and expenses.

“*Maintenance Reserve Account*” means the Maintenance Reserve Account established in the Indenture.

“*Maintenance Reserve Annual Funding Requirement*” means an annual amount required to be deposited into the Maintenance Reserve Account in accordance with Section 4. \_\_ of the Indenture.

“*Notice*” shall have the meaning set forth in Section 51 hereof.

“*Operating Expenses*” means the current expenses of operation, maintenance and current repair of the Facilities, as calculated in accordance with generally accepted accounting principles, and includes, without limiting the generality of the foregoing, insurance premiums, reasonable accounting and legal fees and expenses relating to the Facilities, payments with respect to worker’s compensation claims not otherwise covered by insurance, any payments due from the Corporation under this Facilities Lease, the Agreement or the Indenture, any Rebate Amount, amounts payable by the Corporation under the Agreement (other than the principal of, premium, if any, and interest on the Bonds); Administrative Expenses, the cost of materials and supplies used for current operations, and other taxes and charges for the accumulation of appropriate reserves for current expenses not annually recurrent, but which are such as may reasonably be expected to be incurred in accordance with sound accounting practice. “*Operating Expenses*” will not include (1) the principal of and interest on the Bonds; (2) any allowance for depreciation or replacements of capital assets of the Facilities; or (3) amortization of financing costs.

“*Option to Purchase*” or “*Option*” means the option to purchase Corporation’s leasehold interest in the Facilities granted to the Board in Section 23 of this Facilities Lease.

“*Other Parties*” means a Person other than the Parties.

“*Parties*” means the Corporation and the Board, collectively.

“*Permitted Sublessees*” means (i) students, faculty and staff of the University and (ii) Persons who lease, license or otherwise use any portion of the Facilities in connection with their trade or business and as to which the Board has received an opinion of Bond Counsel that such lease, license or other use will not cause interest on the Bonds to be included in the gross income of the owners of the Bonds for federal income tax purposes.

“*Permitted Use*” means the operation of the Facilities for purposes related to the mission of the Corporation and the University.

“*Person*” means all judicial persons, whether corporate or natural, including individuals, firms, trusts, corporations, associations, joint ventures, partnerships, and limited liability companies or partnerships.

“*Plans and Specifications*” means the plans and specifications for the renovation and/or construction of the Facilities as implemented and detailed from time to time and as the same may be revised from time to time prior to the completion of the Facilities, all in accordance with the Agreement and the Ground Lease, to be approved by FP&C and the Corporation, as may be amended from time to time as permitted in Section 5.1 of the Ground Lease.

“*Project Fund*” means the Project Fund created by the Indenture.

“*Purchase Price*” shall have the meaning set forth in Section 23(e) hereof.

“*Remediation*” means any and all costs incurred due to any investigation of the Facilities or any remediation, response, cleanup, removal, or restoration required by any Governmental Regulation or Governmental Authority or by Environmental Requirements.

“*Rental*” means, collectively, the Base Rental, the Additional Rental, and the Extraordinary Rental.

“*State*” means the State of Louisiana.

“*Term*” means the term of this Facilities Lease, as provided in Section 2 hereof.

“*Trustee*” means Argent Trust Company, as trustee for the Bonds.

“*University*” means the Louisiana Tech University, Lincoln Parish, State of Louisiana.

“*University Representative*” means the President of the University or his or her designee, of whom the Corporation has been notified in writing.

## SECTION 2. Facilities Lease; Term of Lease.

(a) The Corporation hereby leases the Facilities and subleases the Leased Property to the Board, and the Board hereby leases the Facilities and subleases the Leased Property from the Corporation effective as of the Commencement Date of this Facilities Lease, accepts possession of the Facilities, and agrees to pay the Rental as provided herein for the use and occupancy of the Facilities, all on the terms and conditions set forth herein. The Board agrees that it will take immediate possession of the Facilities.

The Board understands and agrees that Rental shall accrue from the Commencement Date hereof. The Term of this Facilities Lease begins on the Commencement Date and ends (the “*Expiration Date*”) at midnight on [\_\_\_\_\_ 1, 20\_\_] or the date on which the Bonds have been paid in full, however, this Facilities Lease shall terminate prior to the Expiration Date upon the happening of any of the following events:

- i. repayment of the Bonds in full, including principal, premium, if any, interest, and Administrative Expenses with respect to the Bonds, as set forth in the Indenture; or
- ii. the exercise by the Board of the Option to Purchase and the purchase of the Corporation’s leasehold interest in the Facilities pursuant to the Option.

(b) Upon the termination of this Facilities Lease under the circumstances set forth in Section 2(a) above, all right, title and interest in and to the Facilities shall be transferred to the Board, and the Corporation hereby agrees to execute any documents necessary to effectuate such transfer of title to the Facilities, unless the Board requires the demolition of the Facilities as set forth in the Ground Lease.

SECTION 3. Acknowledgments, Representations and Covenants of the Board. The Board represents and covenants as follows:

(a) The Board has full power and authority to enter into this Facilities Lease, the Ground Lease, and the transactions contemplated thereby and agrees to perform all of its obligations hereunder and under the Ground Lease;

(b) The Board has been duly authorized to execute and deliver this Facilities Lease and the Ground Lease and further represents and covenants that this Facilities Lease and the Ground Lease constitute the valid and binding obligations of the Board and that all requirements have been met and procedures have occurred in order to ensure the enforceability of this Facilities Lease and the Ground Lease and the Board has complied with all constitutional and other statutory requirements as may be applicable to the Board in the authorization, execution, delivery and performance of this Facilities Lease and the Ground Lease;

(c) The execution and delivery of this Facilities Lease and the Ground Lease, and compliance with the provisions hereof and thereof, will not conflict with or constitute on the part of the Board a violation of, breach of, or default under any constitutional provision, statute, law, resolution, bond indenture or other financing agreement or any other agreement or instrument to which Board is a party or by which the Board is bound, or any order, rule or regulation of any court or Governmental Authority or body having jurisdiction over the Board or any of its activities or properties with respect to the Facilities; and all consents, approvals or authorizations required of the Board for the consummation of the transactions contemplated hereby have been obtained or timely will be obtained;

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or threatened against or affecting the Board, wherein an unfavorable decision, ruling or finding would materially and adversely affect the transactions contemplated hereunder or which in any way would adversely affect the validity or enforceability of this Facilities Lease and the Ground Lease;

(e) The Board will not take or permit to be taken any action which would have the effect, directly or indirectly, of causing interest on the Bonds to be included in gross income for federal income tax purposes;

(f) The Board agrees to cause the Facilities to be used for the Permitted Use and shall not allow the Facilities to be used for any other use. No more than 5% of the gross area of the Facilities will be subleased by the Board or by any permitted sublessee or assigns of the Board to, or otherwise used by, private business (unless pursuant to a qualified management contract approved by Bond Counsel) and the Board agrees to take all action, to the extent it is legally authorized and able to do so, necessary to prevent the Bonds from being deemed “private activity bonds” within the meaning of Section 141 of the Code; and

(g) The use of the Facilities is essential to the operation of the University by providing utilities that are necessary to operate University buildings and facilities. The Board presently intends to make all payments for use of the Facilities.

SECTION 4. Representations and Covenants of the Corporation. The Corporation makes the following representations and covenants:

(a) The Corporation has been validly created under the Louisiana Nonprofit Corporation Law, is currently in good standing under the laws of the State, has been qualified as a federally designated 501(c)(3) organization, has the power to enter into the transactions contemplated by, and to carry out its obligations under this Facilities Lease and the Ground Lease. The Corporation is not in breach of or in default under any of the provisions contained in any contract, instrument or agreement to which it is a party or in any other instrument by which it is bound. By proper action of its Board of Directors, the Corporation has been duly authorized to execute and deliver this Facilities Lease and the Ground Lease;

(b) The execution and delivery of this Facilities Lease and the Ground Lease, and compliance with the provisions thereof and hereof, will not conflict with or constitute on the part of the Corporation a violation of, breach of, or default under any statute, indenture, mortgage, declaration or deed of trust, loan agreement or other agreement or instrument to which the Corporation is a party or by which the Corporation is bound or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Corporation or any of its activities or properties; and all consents, approvals and authorizations which are required of the Corporation for the consummation of the transactions contemplated thereby and hereby have been or timely will be obtained;

(c) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or threatened against or affecting the Corporation, wherein an unfavorable decision, ruling or finding would materially and adversely affect the transactions contemplated hereunder or which in any way would adversely affect the validity or enforceability of this Facilities Lease, the Ground Lease, or any agreement or instrument to which the Corporation is a party; and

(d) The Corporation will not take or permit to be taken any action which would have the effect, directly or indirectly, of causing interest on any of the Bonds to be included in gross income for federal income tax purposes.

SECTION 5. Waiver and Disclaimer of Warranties.

(a) The Board acknowledges that the Corporation has not made any representations or warranties as to the suitability or fitness of the Facilities for the needs and purposes of the Board or for any other purpose. The Board affirmatively reserves its rights against all parties except the Corporation in this regard.

(b) The Board further declares and acknowledges that the Corporation, in connection with

this Facilities Lease, does not warrant that the Facilities are free from redhibitory or latent defects or vices and hereby releases the Corporation of any liability for redhibitory or latent defects or vices under Louisiana Civil Code Articles 2520 through 2548 and Louisiana Civil Code Articles 2696-2699. The Board declares and acknowledges that it does hereby waive the warranty of fitness for intended purposes and guarantee against hidden or latent redhibitory defects and vices under Louisiana law, including Louisiana Civil Code Articles 2520 through 2548 and Louisiana Civil Code Article 2695, and the warranty imposed by Louisiana Civil Code Articles 2476 and 2695, and waives all rights in redhibition pursuant to Louisiana Civil Code Articles 2520, *et seq.* The Board further declares and acknowledges that this waiver has been brought to the attention of the Board and explained in detail and that the Board has voluntarily and knowingly consented to this waiver of warranty of fitness and/or warranty against redhibitory defects and vices for the Facilities. Notwithstanding the foregoing, the Board hereby retains all of its rights to proceed against any third parties with respect to such defects.

(c) The Corporation disclaims and the Board waives any warranties and representations with respect to compliance with Governmental Regulations, including Environmental Requirements, or the disposal of, or existence in, on, under, or about the Facilities of any Hazardous Substance. The Board acknowledges that the Corporation reserves in this Facilities Lease all rights to recover from the Board all costs and expenses imposed on the Corporation to bring the Facilities into compliance with any Environmental Requirement, and all costs of Remediation or cleanup of any such Hazardous Substance imposed on the Corporation or the Board, which shall be payable by the Board as Additional Rent hereunder to the extent imposed upon the Corporation. The Board affirmatively reserves its rights against all parties except the Corporation in this regard.

(d) The obligations and liabilities of the Corporation undertaken in this Facilities Lease do not give rise to any personal obligation or liability of the officers, directors, members or other persons or entities affiliated with the Corporation.

#### SECTION 6. Rental.

(a) The Board, for and in consideration of the Corporation entering into the Ground Lease, constructing the Facilities in accordance with the Ground Lease and subleasing the Leased Property and leasing the Facilities to the Board pursuant to the terms hereof, hereby covenants and agrees to pay the Base Rental and Additional Rental solely from the General Revenues of the University in the amounts, at the times and in the manner set forth herein, such amounts constituting in the aggregate the Rental payable under this Facilities Lease. In addition to the Base Rental and the Additional Rental payments required hereby, the Board reserves the right to make an Extraordinary Rental payments to the Corporation to be deposited in the Project Fund held by the Trustee, from funds on hand or collected by the Board during the term of this Facilities Lease in an aggregate amount not to exceed \$5,000,000.

(b) Payments of Base Rental shall be due on the dates and in the amounts as hereinafter provided:

i. Semiannually, on each March 15 and September 15 during the term of this Facilities Lease, commencing [\_\_\_\_\_]15, 20\_\_] in an amount equal to the sum of the principal of, premium, if any, and interest due and payable on the Bonds on the following April 1 or October 1, as the case may be; and

ii. On the dates required in the Indenture, into any of the funds established in the Indenture, including, without limitation, the Debt Service Reserve Fund and the Maintenance Reserve Account, an amount sufficient to make up any deficiency in any prior payment required to be made into such fund and to restore any loss resulting from investment or other causes from such fund and any other

payment required to be made to such fund by the Indenture; and

iii. On each October 1, in an amount equal to the Maintenance Reserve Annual Funding Requirement to be deposited in the Maintenance Reserve Account; and

iv. Monthly, after any drawing on the Maintenance Reserve Account to pay debt service on the Bonds pursuant to the Indenture, the amount necessary to replenish the amounts withdrawn from the Maintenance Reserve Account in twenty-four (24) equal monthly installments.

(c) In addition to the Base Rental set forth herein, the Board agrees to pay as Additional Rental any and all expenses, of every nature, character, and kind whatsoever, incurred by the Corporation, on behalf of the Board, and/or by the Board or the University in the management, operation, ownership, and/or maintenance of the Facilities, including but not limited to the following costs and expenses:

i. all taxes, assessments and impositions against the Facilities, including without limitation, *ad valorem* taxes attributed to the Corporation on behalf of the Board or to the Board (and any tax levied in whole or in part in lieu of or in addition to *ad valorem* taxes);

ii. any costs incurred by the Corporation in maintaining the Facilities for the Board and making any alterations, restorations, and replacements to the Facilities;

iii. insurance premiums and other charges for insurance obtained with respect to the Facilities including insurance premiums, if any, on all insurance required under the provisions of Section 9 of this Facilities Lease;

iv. any Default or Delay Rentals;

v. all costs incurred by the Corporation in connection with its performance of its obligations relating to the Facilities and/or the Leased Property under the Ground Lease;

vi. all Administrative Expenses owed to the Issuer or the Trustee;

vii. litigation expenses, if any, incurred pursuant to Section 43 hereof;

viii. any reimbursement amounts payable pursuant to Section 19 hereof or pursuant to any other provision hereof;

ix. additional rental payable pursuant to Section 12(a) and (b) hereof;

x. any other costs, charges, and expenses commonly regarded as ownership, maintenance, and operating expenses, if any, incurred by the Corporation under this Facilities Lease; and

xi. Amounts constituting Additional Rental payable hereunder shall be paid by the Board directly to the person or persons to whom such amounts shall be due. The Board shall pay all such amounts when due or within ninety (90) days after notice in writing from the Trustee to the Board stating the amount of the Additional Rental then due and the purpose thereof.

(d) The Board shall be entitled to a credit against and reduction of each Base Rental payment in an amount equal to any amounts derived from the following sources:

i. Accrued interest derived from the sale of the Bonds, if any;

- ii. Any capitalization of interest from the proceeds of the Bonds;
  - iii. Surplus moneys (including investment earnings) contained in the Funds and Accounts held by the Trustee under the Indenture, including the Debt Service Fund and the Debt Service Reserve Fund;
  - iv. Advance payments or prepayments of Payments (as defined in the Agreement);
- or
- v. Funds on deposit in the Debt Service Fund held by the Trustee.

(e) Notwithstanding any other provision of this Facilities Lease, the obligation of the Board to make payments under this Facilities Lease, including payments of Rental, shall be made solely from General Revenues of the University and such General Revenues of the University are hereby pledged to make such payments and the payments under this Facilities Lease. The Vice President of Business and Finance of the Board shall cause the University to include in the Budget and, if necessary, any amendments to the Budget, an amount sufficient to make the payments of Base Rental and Additional Rental described herein and, if such Budget is approved by the Board, Rental payments shall be made hereunder on behalf of the University in accordance with the Budget. Absent express action by the Board not approving a budget item for Base Rental and Additional Rental payable hereunder, each Budget shall conclusively be deemed to include such amounts. The obligations of the Board to make payments pursuant to this Facilities Lease, and to perform and observe the other agreements and covenants on its part contained herein, shall be absolute and unconditional and shall not be subject to any diminution, abatement, set-off, or counterclaim. Subject to the foregoing, until such time as the principal of, premium, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with this Facilities Lease, the Board shall not suspend or discontinue payment of Rental or any other payments pursuant to this Facilities Lease for any cause, and shall continue to perform and observe all of its agreements contained in this Facilities Lease. The Corporation and the Board acknowledge and agree that the obligation of the Board to pay Rental shall constitute a current expense of the Board payable by the Board from funds budgeted and approved by the Board in accordance with law for and in consideration of the right to use the Facilities during the Term and that such obligation shall not in any manner be construed to be a debt of the Board in contravention of any constitutional or statutory limitations or requirements concerning indebtedness of the Board and nothing contained herein shall constitute a pledge, lien or encumbrance upon any specific tax or other revenues of the Board.

(f) The payments of Base Rental and Additional Rental under this Facilities Lease for each Fiscal Year or portion thereof during the Term shall constitute the total Rental for such Fiscal Year or portion thereof and shall be paid by the Board for and in consideration of the construction by the Corporation of the Facilities and the right to the use and occupancy of the Facilities by the Board for and during such Fiscal Year or portion thereof.

(g) Amounts necessary to pay each Base Rental payment shall be deposited by the Board on the dates set forth in Section 6(b) hereof in lawful money of the United States of America at the office of the Trustee or at such other place or places as may be established by the Corporation and/or Trustee in accordance with the Indenture. Any amount necessary to pay any Base Rental payment or portion thereof which is not so deposited shall remain due and payable until received by the Trustee. Notwithstanding any dispute between the Board and the Corporation hereunder, the Board shall make all Rental payments when due and shall not withhold payment of any Rental pending the final resolution of such dispute or for any other reason whatsoever.

(h) This Facilities Lease is intended to be a triple net lease. The Board agrees that the Rental provided for herein shall be an absolute net return to the Corporation free and clear of any expenses, charges, taxes or set-offs whatsoever of any kind, character or nature, it being understood and agreed to by the Board that the Board shall bear responsibility for the payment of all costs and expenses associated with the ownership, operation, and maintenance of the Facilities. Under no circumstances will the Corporation be required to make any payment on the Board's behalf or for the Board's benefit under this Facilities Lease, or assume any monetary obligation of the Board under this Facilities Lease, or with respect to the Facilities.

#### SECTION 7. Operation, Alterations, Maintenance, Repair, Replacement and Security Service.

(a) The Corporation shall be responsible for procuring and maintaining or cause to be procured and maintained all services necessary or required in order to adequately operate the Facilities in accordance with the Permitted Use. The Corporation shall continuously operate or cause to be operated the Facilities from the Commencement Date and continuing for the remainder of the Term for the Permitted Use, and in accordance with all Governmental Regulations.

(b) The Corporation shall be responsible for maintaining the Facilities and shall make or contract or cause to be made or contracted with a suitable contractor selected in accordance herewith for the making of all alterations, repairs, restorations, and replacements to the Facilities, including without limitation the heating, ventilating, air conditioning, mechanical, electrical, elevators, plumbing, fire, sprinkler, and theft systems, air and water pollution control and waste disposal facilities, structural roof, walls, and foundations, fixtures, equipment, and appurtenances to the Facilities as and when needed to preserve them in good working order, condition and repair (ordinary wear and tear excepted), regardless of whether such repairs, alterations, restorations or replacements are ordinary or extraordinary, foreseeable or unforeseeable, or are at the fault of the Corporation or some Other Party. All alterations, repairs, restoration, or replacements shall be of a quality and class equal to or better than the quality and class presently located in the Facilities.

(c) The Board and the University shall have the right during the Term to cause the Corporation or some Other Party to make or construct any additions or improvements to the Facilities, alter the Facilities, attach fixtures, structures, or signs to or on the Facilities, and affix personal property to the facilities without the Corporation's prior written consent to the extent allowed under the terms of any insurance covering the Facilities. All such alterations, improvements, additions, attachments, repairs, restorations, and replacements of all or any portion of the Facilities shall (i) be at the sole cost and expense of the Board; (ii) not reduce the then fair market value of the Facilities; (iii) be constructed in a good and workmanlike manner; and (iv) be in compliance with all Governmental Regulations.

(d) The Board or the University shall provide or cause to be provided all security service, custodial service, janitorial service, trash disposal, landscaping and all other services necessary for the proper upkeep and maintenance of the Facilities as required herein. The Board acknowledges that the Corporation has made no representation or warranty with respect to systems and/or procedures for the security of the Facilities, any persons occupying, using or entering the Facilities, or any equipment, furnishings, or contents of the Facilities. It is the responsibility of the Board, through the Corporation and/or the University to cause to be provided, at the sole cost and expense of the Board, for the security of persons on or entering the Facilities and/or property located at the Facilities, in accordance with reasonable and prudent business practices.

#### SECTION 8. Utilities.

(a) All utilities which are used or consumed in or upon or in connection with the Facilities

during the Term, including, without limitation water, gas, electricity, sewerage, garbage, or trash removal, light, cable, heat, telephone, power, computer data and other utilities necessary for the operation of the Facilities (the “*Utility Service*”) shall be the responsibility of the Board and/or the University. Payments for Utility Services provided to the entire Facilities (or to the common area of the Facilities) under such contract or contracts therefor as the Board or the University may make shall be made by the Board or the University directly to the respective utility companies furnishing such Utility Services.

(b) The Corporation shall have no responsibility to the Board for the quality or availability of Utility Service to the Facilities, or for the cost to procure the Utility Service. The Board shall reimburse the Corporation for all utilities used in the Facilities to the extent such utilities are procured at the expense of the Corporation. The Corporation shall not be in Default under this Facilities Lease or be liable to the Board or any Other Person for direct or consequential damage, or otherwise, for any failure in supply of any Utility Service, heat, air conditioning, elevator service, cleaning service, lighting, security, or for surges or interruptions of electricity.

#### SECTION 9. Insurance.

(a) The University, at the direction of the Board, shall secure and maintain or cause to be secured and maintained at the University’s sole cost and expense:

i. A policy or policies of insurance covering the Facilities against loss or damage by fire, lightening, earthquake, collapse, vandalism and malicious mischief, flood and storm surge, and against such other perils as, under good insurance practice, from time to time are insured for properties of similar character and location, which insurance shall be not less than the greater amount of the Bonds outstanding or one hundred percent (100%) of the full replacement cost of the Facilities, without deduction for depreciation, but in no event shall the amount of the insurance be at any time less than the full replacement costs of the Facilities, adjusted to comply with any applicable co-insurance provisions of such insurance policy. Full payment of insurance proceeds shall not be contingent on the degree of damage sustained at other Board facilities. The policy or policies covering such loss must explicitly waive any co-insurance penalty.

ii. A policy of comprehensive public liability insurance with respect to the Facilities and the operations related thereto, whether conducted on or off the Facilities, against liability for personal injury (including bodily injury and death) and property damage, of not less than \$5,000,000 in combined single limit liability coverage. Such comprehensive public liability insurance shall specifically include, but shall not be limited to, sprinkler leakage legal liability, water damage legal liability, motor vehicle liability for all owned and non-owned vehicles, including rented or leased vehicles.

iii. A policy insuring against demolition, pile driving and any precarious work.

iv. Boiler and machinery insurance coverage against loss or damage by explosion of steam boilers, pressure vessels and similar apparatus, but only if steam boilers, pressure vessels or similar apparatus are installed on the Facilities, in an amount not less than \$5,000,000 with deductible provisions not exceeding \$100,000 per accident.

v. Workers’ compensation insurance issued by a responsible carrier authorized under the laws of the State to insure employers against liability for compensation under the Labor Code of the State, or any act hereafter enacted as an amendment thereto or in lieu thereof, such workers’ compensation insurance to cover all persons employed by the State or any agency thereof in connection with the Facilities and to cover full liability for compensation under any such act aforesaid.

(b) The University may self-insure, obtain commercial coverage, or a combination thereof in order to comply with the insurance required to be maintained under this Section 9. All insurance required in this Section and all renewals of such insurance (excepting self-insurance or commercial insurance, through ORM) shall be issued by commercial insurers authorized to transact business in the State, and rated at least A by Best's Insurance Reports (property liability) or in the two highest rating categories of S&P and Moody's. All insurance policies provided or caused to be provided by the University shall expressly provide that the policies shall not be canceled or altered without 30 days' prior written notice to the Corporation; and shall, to the extent obtainable, provided that no act or omission of the Corporation or the University 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.

(c) All policies of insurance that the University is obligated to maintain according to this Facilities Lease (other than any policy of worker's compensation insurance) will name the Corporation, the officers and directors of the Corporation, the Trustee and such other Persons or firms as the University specifies from time to time as additional insureds. Certificates of insurance showing proof of coverage and evidence of the payment of all premiums of such policies will be delivered to the Board prior to the University's occupancy of the Facilities and from time to time at least thirty (30) days prior to the expiration of the term of each policy.

(d) Proceeds of insurance received and/or the amount of any loss that is self-insured with respect to destruction of or damage to any portion of the Facilities by fire, earthquake or other casualty or event shall be paid to the Trustee (or, in the case of ORM insurance, defined below, to the Board for delivery in full to the Trustee) for application in accordance with the provisions of Section 11 of this Facilities Lease and the Indenture.

(i) The provisions of the Indenture as to insurance required to be procured and maintained will not limit or prohibit, or be construed as limiting or prohibiting, the Board from obtaining any other insurance with the permission of the State's Office of Risk Management or as otherwise required by law with respect to the Facilities or the use and occupancy thereof that it may wish to carry, but in the event the Board will procure or maintain any such insurance not required by the Indenture, the cost thereof will be at the expense of the Board.

(e) If the Facilities are self-insured through the Office of Risk Management, Division of Administration, State of Louisiana ("*ORM insurance*"), the insurance provisions of this Section shall be deemed as having been satisfied.

SECTION 10. Condemnation, Casualty and Other Damage. The risk of loss or decrease in the enjoyment and beneficial use of the Facilities due to any damage or destruction thereof by acts of God, fire, flood, natural disaster, the elements, casualties, thefts, riots, civil strife, war, nuclear explosion or otherwise (collectively "*Casualty*") or in consequence of any foreclosures, attachments, levies or executions; or the taking of all or any portion of the Facilities by condemnation, expropriation, or eminent domain proceedings (collectively "*Expropriation*") is expressly assumed by the Board. The Corporation and the Trustee shall in no event be answerable, accountable or liable therefor, nor shall any of the foregoing events entitle the Board to any abatements, set-offs or counter claims with respect to its Base Rental, Additional Rental or any other obligation hereunder.

SECTION 11. Application of Insurance Proceeds: Condemnation Award.

(a) If all or any portion of the Facilities is damaged or destroyed by a Casualty, or is taken by Expropriation proceedings, the Corporation shall, upon receipt of notice from the Board instructing the Corporation to do so, as expeditiously as possible, continuously and diligently prosecute or cause to be

prosecuted the repair, restoration, or replacement of the Facilities. The proceeds of any insurance, including the proceeds of any self-insurance fund, or of any Expropriation award or payment in lieu of Expropriation, received on account of any damage, destruction or taking of all or any portion of the Facilities shall be delivered to the Trustee and held by the Trustee in a special account to be established upon receipt of any such funds and held by the Trustee in trust, and shall be made available for, and to the extent necessary be applied to, such restoration, repair and replacement. Any amounts so held by the Trustee shall be disbursed to pay the costs of restoration, replacement and repair of the Facilities with respect to which they are held, in each case promptly after receipt of a written request of the Corporation stating that the amount to be disbursed pursuant to such request will be used to pay costs of replacing or repairing or restoring the Facilities and that no amount previously has been disbursed by the Trustee for payment of the costs to be so paid. In making such payments, the Trustee may conclusively rely upon such written requests and shall have no liability or responsibility to investigate any matter stated therein, or for any inaccuracy or misstatement therein. In no event shall the Trustee be responsible for the adequacy of the plans and specifications or construction contract relating to the replacement, restoration, or repair of the Facilities, or for the improper use of moneys properly disbursed pursuant to request made under this Section. Any proceeds remaining on deposit with the Trustee following completion of the repairs, restoration or replacement of the Facilities shall be paid by the Trustee in accordance with the terms of the Indenture.

(b) In the event the proceeds of any insurance, and any additional funds deposited with the Trustee, are insufficient to fully repair, restore or replace the Facilities, the proceeds shall be paid to the Trustee and used to redeem the outstanding Bonds.

(c) In the event it is necessary to restore or replace the Facilities in a different location because of the Expropriation of all or a portion of the Facilities, the Corporation and the Board agree to amend or enter into a new Facilities Lease and Ground Lease in accordance with Sections 13.2 and 13.3 of the Ground Lease. In the event the Board, pursuant to the Ground Lease, decides not to repair, restore or replace the Facilities for any reason, all insurance proceeds received or payable as a result of such Casualty, or all proceeds received or payable as a result of Expropriation proceedings (including payments received or payable in lieu of Expropriation) shall be paid to the Trustee and applied to the prepayment of the Bonds in accordance with the terms of the Indenture, and after the Bonds have been paid in full, this Facilities Lease and the Ground Lease shall terminate.

## SECTION 12. Encumbrances.

(a) *Payment by the Board.* The Board shall pay or cause to be paid all costs and charges for alterations, improvements, additions, repairs and maintenance (the “*Work*”) done by the Board or caused to be done by the Board in or to the Facilities, and for all materials furnished for or in connection with such Work. The Corporation reserves all rights to collect for any loss or damage sustained or incurred by the Corporation resulting from any and all Encumbrances, demands or liabilities arising on account of the Work, which shall be payable by the Board as Additional Rent hereunder.

(b) *Failure to Discharge.* If the Board fails to pay any charge for which an Encumbrance has been filed, and the Facilities or any portion thereof is placed in imminent danger of being seized, the Corporation may, but shall not be obligated to, pay such charge and related costs and interest, and the amount so paid, together with reasonable Legal Expenses incurred in connection with such Encumbrance, will be immediately due from the Board to the Corporation as Additional Rental. Nothing contained in this Facilities Lease will be deemed the consent or agreement of the Corporation subject to the Corporation’s interest in the Facilities to liability under any Encumbrance, or any mechanics’, materialman’s or other lien law. If the Board receives written notice that an Encumbrance has been or is about to be filed against the Facilities, or that any action affecting title to the Facilities has been

commenced on account of Work done by or for the Board or for materials furnished to or for the Board, it shall immediately give the Corporation Notice of such notice.

(c) *Notice of Non-responsibility.* The Corporation will have the right to post notices of non-responsibility or similar written notices on the Facilities in order to protect the Facilities against any such claimants.

#### SECTION 13. Assignment and Sublease.

(a) Neither this Facilities Lease nor any interest of the Board herein shall be mortgaged, pledged, assigned or transferred by the Board by voluntary act or by operation of law, or otherwise; provided, however, the Board may sublease all or any portion of the Facilities, or grant concessions involving the use of all or any portion of the Facilities, whether such concessions purport to convey a leasehold interest or a license to use all or a portion of the Facilities, to any Permitted Sublessee. The Board shall, at all times, remain liable for the performance of the covenants and conditions on its part to be performed under this Facilities Lease (including, without limitation, the payment of Base Rental and Additional Rental), notwithstanding any subletting or granting of concessions which may be made. Nothing herein contained shall be construed to relieve the Board from its obligations to pay Base Rental and Additional Rental as provided in this Facilities Lease or to relieve the Board from any other obligations contained herein. In no event will the Board sublease or permit the use of all or any part of the Facilities to any party other than a Permitted Sublessee without an opinion of Bond Counsel that such will not cause interest on the Bonds to be included in the gross income of the owners of the Bonds for federal tax purposes.

(b) The Corporation shall, concurrently with the execution hereof, assign all of its rights, title and interest in and to this Facilities Lease to the Trustee. The Board explicitly consents to such assignment of this Facilities Lease to the Trustee. The parties hereto further agree to execute any and all documents necessary and proper in connection therewith. Anything required or permitted to be done by the Corporation under this Facilities Lease may be done by the Trustee under the Indenture.

(c) Except as set forth in Section 13(b) the Corporation shall not sell or assign its interest in the Facilities or this Facilities Lease without the prior written consent of the Board.

#### SECTION 14. Additions and Improvements Removal.

(a) All alterations, fixtures, improvements, and additions made to, in, or on the Facilities by the Board or the University, and all equipment placed upon the Facilities, which are incorporated into or made component parts of the Facilities shall immediately become the property of the Corporation, unless the Corporation specifically disclaims ownership of such in writing by Notice delivered to the Board. At the expiration of the Term, or termination of this Facilities Lease, all such alterations, improvements, additions, fixtures, and equipment shall remain on the Facilities without compensation to the Board, unless the Corporation advises the Board in writing that such alterations, fixtures, improvements, additions, and equipment must be removed. In such event, the Board shall remove the same at its sole cost and expenses, and repair any damage to the Facilities caused by such removal.

(b) Title to all property, furniture, equipment, fixtures, and other property installed at or placed upon the Facilities by the Board which is not incorporated into or made a component part of the Facilities shall remain the property of the Board. The Board hereby agrees to replace such property from time to time as such property becomes worn out, obsolete, inadequate, unsuitable or undesirable. The Board may add to or remove such property from time to time, and upon expiration of the Term, provided that the Board repairs any damage to the Facilities by such removal.

SECTION 15. Right of Entry. Representatives of the Corporation shall, subject to reasonable security precautions, and upon giving the Board not less than 24 hours advance Notice, have the right to enter upon the Facilities during reasonable business hours to inspect the Facilities for any purpose connected with the rights or obligations of the Corporation under this Facilities Lease.

SECTION 16. Mortgage Prohibition. Except as set forth in the Indenture, the Corporation shall not be entitled to mortgage or grant a security interest in the Facilities.

SECTION 17. Sale of Facilities; Attornment; and Conveyance and Transfer of the Corporation's Interest.

(a) If a person other than the Corporation shall succeed to the rights of the Corporation hereunder (in any case with the prior written consent of the Board as required hereby), upon the declaration of the successor to the Corporation's interest in this Facilities Lease, the Board agrees to fully attorn to and recognize any such successor as the Board's landlord under this Facilities Lease upon the then existing terms of this Facilities Lease, provided that such successor shall agree in writing to accept the Board's attornment and not to disturb the Board's possession so long as the Board shall observe the provisions and all covenants of this Facilities Lease. This attornment provision shall inure to the benefit of any such successor and shall be self-operative upon the election and declaration by such successor, and no further instrument shall be required to give effect to the provisions. However, the Board agrees to evidence and confirm the foregoing attornment provisions by the execution and delivery of instruments in recordable form satisfactory to such successor.

(b) If the Facilities, or any part thereof, shall be sold or otherwise transferred by sale, assignment, transfer or other contract, or by operation of law or otherwise (with the prior written consent of the Board as required hereby and with an opinion of Bond Counsel that such action will not cause interest on the Bonds to be included in the gross income of the owners of the Bonds for federal income tax purposes), and if such written consent specifically so provides, the Corporation shall be automatically and entirely released and discharged to the extent of the interest in or the portion of the Facilities sold, assigned or transferred from and after the effective date of such sale, assignment or transfer of all liability for the performance of any of the covenants of this Facilities Lease on the part of the Corporation thereafter to be performed. The purchaser, assignee or other transferee of the Facilities shall be deemed to have agreed to perform such covenants of the Corporation from and after the date of such assignment or sale during such transferee's period of ownership of the Corporation's interest under this Facilities Lease all without further agreement between the Corporation, its successor and the Board, including to operate the Facilities for a Permitted Use. The Corporation's transferee shall not be held responsible for the performance of any of the covenants of this Facilities Lease on the part of the Corporation required to be performed prior to such sale and transfer, the Board reserving its rights against the Corporation for any unperformed covenants prior to such sale or transfer.

SECTION 18. Quiet Enjoyment. The Corporation covenants that the Board, on paying the Rental and performing and observing all of the covenants and agreements herein contained and provided to be performed by the Board or the University, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Facilities during the Term and may exercise all of its rights hereunder; and the Corporation agrees to warrant and forever defend the Board's right to such occupancy, use, and enjoyment and the title to the Facilities against the claims of any and all persons whomsoever lawfully claiming the same, or any part thereof subject only to the provisions of this Facilities Lease.

SECTION 19. Environmental Compliance and Indemnity.

(a) *Environmental Compliance*. The Board or the University shall operate or cause to be

operated the Facilities in compliance with all Environmental Requirements continuously during the Term, and for such periods of time prior to the Commencement Date and after the Expiration Date, as long as the Board is in possession of the Facilities, in whole or in part. The Board shall not cause or permit any Hazardous Substance to be brought upon, kept, or used in or about the Facilities or the Land, except for such Hazardous Substance as is necessary or useful to the operation of the Facilities.

(b) *The Board's Liability.* If the Board fails to comply with any of the foregoing warranties, representations, and covenants, and removal or Remediation of any Hazardous Substance found on the Facilities is required by Environmental Requirements or Governmental Authority, the Board shall promptly undertake the removal or Remediation of such Hazardous Substance, at the Board's sole cost and expense. In the event the Board fails or refuses to undertake such removal or Remedial actions, the Corporation may cause the removal or Remediation (or other cleanup reasonable acceptable to the Corporation) of any such Hazardous Substance from the Facilities or the Land. The reasonable costs of removal, Remediation, or any other cleanup (including transportation and storage costs) will be considered as Additional Rental under this Facilities Lease, whether or not a court has ordered the cleanup, and those costs will become due and payable within 90 days of written demand by the Corporation. In connection therewith, the Board will give the Corporation, its agents, and employees access to the Facilities to remove, remediate, or otherwise clean up any Hazardous Substance. The Corporation, however, has no affirmative obligation to remove, remediate, or otherwise clean up any Hazardous Substance, and this Facilities Lease will not be construed as creating any such obligation. The Board hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of any Hazardous Substance located in or about the Facilities by the Board.

#### SECTION 20. The Corporation's Reservation of Rights.

(a) The Corporation hereby reserves all of its rights to recover from the Board for any and all Claims asserted against the Corporation, including Litigation Expenses arising out of or by reason of:

i. any injury to or death of any person or damage to property occurring on or about the Facilities occasioned by or growing out of or arising or resulting from any tortious or negligent act on the part of the Board in connection with the lease, the operation and management of the Facilities; or

ii. any failure, breach, or default on the part of the Board in the performance of or compliance with any of the obligations of the Board under the terms of this Facilities Lease.

(b) Notwithstanding the fact that it is the intention of the parties that the Corporation shall not incur any pecuniary liability by reason of the terms of this Facilities Lease or the undertakings required of the Corporation hereunder, nevertheless, if the Corporation should incur any such pecuniary liability, then in that event, the Corporation shall be entitled to assert all rights and remedies granted in law or in equity to recover from the Board the amount of any pecuniary liability incurred by the Corporation, plus all Litigation Expenses incurred in defense of such liability.

(c) No recourse shall be had for the enforcement of any obligation, covenant, or agreement of the Corporation contained in this Facilities Lease or any Claim based thereon against the Corporation or of any successor thereto or member thereof, either directly or through the Corporation whether by virtue of any constitutional provision, statute, or rule of law. This Facilities Lease and the obligations of the Corporation hereunder, and any Claim asserted against the Corporation are solely corporate obligations, and the enforcement of any obligation or Claim shall be limited solely to the Corporation's interest in the Facilities. No personal liability shall attach to, or be incurred by, any officer, director, agent, employee or member of the Corporation and the Board acknowledges that all personal liability of any character against every such officer, director, agent, employee or member by the execution of this

Facilities Lease is expressly waived and released, except to the extent that such liability relates to any criminal acts, intentional misconduct, or fraud. The immunity of any officer, director, agent, employee or member of the Corporation under the provisions contained in this Section 20 shall survive any acquisition of the Facilities by the Board and the expiration or other termination of this Facilities Lease.

**SECTION 21. Default by Board.**

(a) If (i) the Board, on behalf of the University, shall fail to deposit with the Trustee any Base Rental payment required to be so deposited pursuant to Section 6 hereof by the close of business on the day such deposit is required pursuant to Section 6 hereof, or (ii) the Board shall fail to pay or discharge any monetary obligation under this Facilities Lease (other than the payment of Base Rental) as and when due, or within 30 days after receipt of Notice from the Corporation that such sums are due and owing; or (iii) the Board shall breach any nonmonetary terms, covenants or conditions herein, and shall fail to remedy any such breach with all reasonable dispatch within a reasonable period of time (or such longer period as the Trustee may approve) after written notice thereof from the Corporation and/or the University to the Board, then and in any such event the Board shall be deemed to be in default hereunder, and the Corporation shall have the right, at its option, without any further demand or notice to terminate this Facilities Lease on the earliest possible date permitted by law or on any later date specified in any Notice given to the Board, in which case the Board's right to possession of the Facilities will cease and this Facilities Lease will be terminated, without, however, waiving the Corporation's right to collect all Rental and other payments due or owing for the period up to the time the Corporation regains possession, and to enforce other obligations of the Board which survive termination of this Facilities Lease, and in such event the Corporation may without any further demand or notice re-enter the Facilities and eject all parties in possession thereof. The foregoing remedies of the Corporation are in addition to and not exclusive of any other remedy of the Corporation available at law. Any such re-entry shall be allowed by the Board without hindrance, and the Corporation shall not be liable in damages for any such re-entry or be guilty of trespass. The Corporation understands and agrees that upon its termination of the Board's right to possession of the Facilities or termination of this Facilities Lease, the Corporation upon its re-entry of the Facilities shall be allowed to use the Facilities solely for the Permitted Use and shall be subject to all applicable Governmental Regulations heretofore or hereafter enacted by any Governmental Authority relating to the use and operation of the Facilities.

(b) Notwithstanding any other provision of this Facilities Lease in no event shall the Corporation have the right to accelerate the payment of any Base Rental payment hereunder.

**SECTION 22. Cumulative Remedies.** Each right and remedy provided for in this Facilities Lease is cumulative and is in addition to every other right or remedy provided for in this Facilities Lease or now or after the Commencement Date existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the Corporation of anyone or more of the rights or remedies provided for in this Facilities Lease or now or after the Commencement Date existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by the Corporation of any or all other rights or remedies provided for in this Facilities Lease or now or after the Commencement Date existing at law or in equity or by statute or otherwise. All costs incurred by the Corporation in collecting any amounts and damages owing by the Board pursuant to the provisions of this Facilities Lease or to enforce any provision of this Facilities Lease, including reasonable Litigation Expenses from the date any such matter is turned over to an attorney, whether or not one or more actions are commenced by the Corporation, will also be recoverable by the Corporation as Additional Rental from the Board. The waiver by the Corporation of any term, covenant or condition hereof shall not operate as a waiver by the Board of any breach by the Corporation of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

SECTION 23. Option to Purchase. For and in consideration of the obligations of the Board under this Facilities Lease, the mutual undertakings of the parties, the receipt and adequacy of which is hereby acknowledged, the Corporation grants to the Board an exclusive and irrevocable Option to Purchase for the price and on the terms, provisions, stipulations and conditions hereinafter set forth, all but not less than all of the Facilities.

(a) *Effective Date*. The effective date of this Option agreement shall be the Commencement Date.

(b) *Term of Option*. The Option shall expire at midnight Central Time, on the expiration Date, or upon the termination of this Facilities Lease, whichever occurs first.

(c) *Limitation on Exercise of Option*. The Board may not exercise the Option, and the Option shall be voidable, at the sole election of the Corporation, if a Default by the Board has occurred and is continuing under this Facilities Lease, and the applicable time period in which the Board may cure such default has expired. Notwithstanding any provision of this Option to the contrary, the Board shall be entitled to exercise the Option as long as the Board is legally obligated to make payments of Base Rental under this Facilities Lease.

(d) *Exercise of Option*. The Board may exercise the Option herein granted at any time on or before expiration of the Term on the date the Bonds are redeemed or defeased pursuant to the Indenture, by Notice to the Corporation of its election to exercise the Option and purchase the Facilities given not less than 60 days prior to the date on which the Board desires to purchase the Facilities.

(e) *Purchase Price*. The Purchase Price for the Facilities shall be equal to the principal of all Bonds then outstanding plus the interest to accrue on such Bonds until the purchase date, any prepayment premium, charges or costs for early prepayment of the Bonds and any Administrative Expenses prior to the purchase date.

(f) *Effect on Facilities Lease*. Upon the purchase of the Facilities by the Board pursuant to this Option, this Facilities Lease and the Ground Lease shall terminate.

(g) *Payment of Purchase Price*. The Board, concurrently with the giving of notice of its intention to exercise the Option herein granted, shall deposit an amount equal to the Purchase Price with the Trustee.

i. *Conveyance*. In the event of and upon the payment of the Purchase Price and any other sums due under this Option by the Board, the Corporation will, on the purchase date, execute and deliver to the Board a written cancellation of the Ground Lease specifically transferring ownership of the Facilities to the Board in accordance with the following provisions.

ii. *Assignment of Contract Rights and Obligations*. The conveyance of title to the Facilities shall also effect a transfer and assignment of all rights, warranties and liability of the Corporation under then existing contracts of any nature with respect to ownership of the Facilities.

(h) *Closing*. In the event the Option is timely exercised, notice of the Board's election to the Corporation shall constitute an irrevocable conversion of the Option into a binding obligation of the Corporation to sell the Facilities and the Board to buy the Facilities under the terms and conditions set forth in this Section 23, and in such event, the Corporation and the Board shall have the right to demand specific performance of this Option by the other. The Closing shall occur within 60 days of the exercise, by the Board, of the Option at the offices of the Board or its counsel, or at such other time, place, and date

as agreed upon by the Corporation and the Board.

(i) *Closing Costs.* The Board shall pay all closing costs and charges incident to the conveyance of the Facilities.

(j) *No Warranty.* The Corporation shall convey title to the Facilities without any warranty whatsoever of any nature. The conveyance of the Facilities shall be without any warranty as to fitness and condition, as set forth in Section 5 of this Facilities Lease. Language substantially similar to the language contained in Section 5 of this Facilities Lease shall be incorporated into and made a part of the act translative of title. In no event shall the Corporation be responsible for any defects in title to the Facilities.

(k) *Default under the Option.*

i. In the event the Option is exercised, and the Corporation fails to consummate the transaction contemplated herein for any reason, except default by the Board or the failure of the Board to satisfy any of the conditions set forth herein, the Board, may, in addition to any other rights and remedies which may otherwise be available to the Board, enforce this Option by specific performance. The Board's remedies under this Section are expressly subject to the provisions of Section 31 of this Facilities Lease.

ii. In the event the Option is exercised, and the Board fails to consummate the transactions contemplated herein for any reason, except default by the Corporation or the failure of the Corporation to satisfy any of the conditions set forth herein, the Corporation may enforce this Option by specific performance and in such action shall have the right to recover damages suffered by reason of the Board's delay in acquiring the Facilities; or may bring suit for damages for breach of this Option.

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

(l) *Attorney's Fees.* Should either party employ an attorney or attorneys to enforce any of the provisions hereof, or to protect its interest in any matter arising under this Option, or to recover damages for the breach of this Option, the party prevailing in any final judgment have the right to collect from the losing party all reasonable attorney's fees and other costs and expenses incurred in enforcing such rights.

(m) *Notices.* Any notices required or permitted hereunder shall be in writing and delivered either in person to the other party, or the other party's authorized agent, or by United States Certified Mail, return receipt requested, postage prepaid, to the address set forth in Section 51 of this Facilities Lease, or to such other address as either party may designate in writing and delivered as herein provided.

(n) *Assignability.* The Option may not be assigned by the Corporation or the Facilities sold (subject to the Option or otherwise) to any person or entity without the Board's prior written consent, which consent may be withheld by the Board in its sole discretion.

(o) *Brokerage Commission.* The Corporation and the Board mutually warrant to one another that neither has incurred or will incur the services of a broker, realtor, or other person in the negotiation or confection of this Option or the exercise thereof.

(p) *Time of Essence.* Time is of the essence of this Option.

(q) *Binding Effect.* This Option shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, successors and assigns.

SECTION 24. Severability. If any provisions of this Facilities Lease shall be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable, to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections contained in this Facilities Lease shall not affect the remaining portions of this Facilities Lease, or any part thereof.

SECTION 25. Redemption of Bonds. The Corporation agrees that it will not exercise its option to redeem any Bonds pursuant to the Indenture unless the Board consents to such redemption or such redemption is to be effected with moneys derived from a source other than payments made by the Board under this Facilities Lease; however, in no event shall the mandatory redemption of any Bonds pursuant to the Indenture require the consent of the Board. The Corporation further agrees that if requested by the Board it will take all actions necessary to redeem all or any portion of the Bonds designated by the Board on the first date that it may do so under the terms of the Indenture so long as the Board agrees to provide funds in an amount, and at the time, required to effect such redemption.

SECTION 26. Additional Bonds. Upon the request and at the expense of the Board, the Corporation shall take action as may be required to effect issuance of Additional Bonds in such amount as the Board may request as permitted by and in accordance with the provisions of the Indenture.

SECTION 27. Additional Obligations.

(a) The Board may issue Additional Obligations provided that, at the time of issuance thereof, no Default or event which with notice or lapse of time, or both, would constitute a Default hereunder shall have occurred and be continuing, unless such event will be cured upon issuance of such Additional Obligations and either the application of the proceeds thereof or the placing in service of any facilities financed thereby or both.

(b) Subordinated long term debt or long term payment obligations secured by the General Revenues of the University may be issued at any time, for any lawful purpose, payable out of, and which may be secured in whole or in part by the General Revenues of the University as may from time to time be available for the purposes of payment thereof; provided that such pledge shall be subordinate and junior in all respects to the payment of Base Rental.

SECTION 28. Rate Maintenance Covenant. The Board covenants that, so long as any of the Bonds remain Outstanding, it will use its best efforts to establish and maintain the collection of the funds, income, revenue, fees, receipts or charges, or impose additional fees or charges, as will be necessary to ensure that the General Revenues of the University will equal no less than [1.20] times the amount required for payment of the Debt Service Requirements and payment of Current Expenses of the Project. So long as the Board is working in good faith to increase any deficient Debt Service Coverage Ratio, there shall not be an Event of Default under the Facilities Lease unless the General Revenues of the University are less than the amount required for payment of the payment of the Debt Service Requirements and payment of Current Expenses. The Board further covenants that it will seek any required approval necessary in order to comply with this covenant

SECTION 29. Execution and Counterparts. This Facilities Lease may be simultaneously executed

in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which together shall constitute one and the same Facilities Lease.

SECTION 30. Law Governing. This Facilities Lease is made in the State under the Constitution and laws of the State and is to be governed by the laws of the State.

SECTION 31. Exculpatory Provision/In Rem Obligation.

(a) In the exercise of the powers of the Corporation and its directors, officers, employees and agents under this Facilities Lease and the Indenture, the Corporation shall not be accountable or liable to the Board (i) for any actions taken or omitted by its 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 Facilities Lease against any officer, employee or agent of the Corporation in his or her personal capacity, all such liability, if any, being expressly waived by the Board by the execution of this Facilities Lease, except to the extent that such liability relates to any criminal act, intentional misconduct or fraud. Nothing in this Facilities Lease or the Indenture is intended to require or obligate, nor shall anything herein or therein be interpreted to require or obligate, the Corporation for any purpose or at any time whatsoever, to provide, apply or expend any funds coming into the hands of the Corporation other than the funds derived from the issuance of the Bonds under the Indenture and moneys derived pursuant to the Indenture and this Facilities Lease.

(b) The Board specifically agrees to look solely to the Corporation's interest in the Facilities for the recovery of any judgments from the Corporation. It is agreed that the Corporation will not be personally liable for any such judgments, or incur any pecuniary liability as a result of this Facilities Lease to the Board, or the breach of its obligations hereunder. The Corporation's liability under this Facilities Lease is "in rem" as to its interest in the Facilities. The provisions contained in the preceding sentences are not intended to and will not limit any right that the Board might otherwise have to obtain injunctive relief against the Corporation 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 the Corporation.

SECTION 32. Amendments. This Facilities Lease may be amended only as permitted herein and in the Agreement.

SECTION 33. Recording. The Corporation covenants and agrees that it will promptly record and from time to time re-record a memorandum in recordable form of this Facilities Lease and all supplements thereto and hereto in such manner and in such places as may be required by law in order to fully protect and preserve the security of the holders or owners of the Bonds.

SECTION 34. No Construction Against Drafting Party. The Corporation and the Board acknowledge that each of them and their counsel have had an opportunity to review this Facilities Lease and that each Party was responsible for the drafting thereof.

SECTION 35. Time of the Essence. Time is of the essence of each and every provision of this Facilities Lease.

SECTION 36. No Waiver. The waiver by the Corporation of any agreement, condition or provision contained in this Facilities Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Facilities Lease, nor will any custom or practice that may arise between the Parties in the administration of the terms of this Facilities Lease be construed to waive or to lessen the right of the Corporation to insist upon the performance by the

Board in strict accordance with the terms of this Facilities Lease. The subsequent acceptance of Rental by the Corporation will not be deemed to be a waiver of any preceding breach by the Board of any agreement, condition, or provision of this Facilities Lease, other than the failure of the Board to pay the particular Rental so accepted, regardless of the Corporation's knowledge of such preceding breach at the time of acceptance of such Rental.

SECTION 37. Survival. To the extent permitted by law and to the extent such will not constitute the incurrence of debt by the Board, all of the Corporation's remedies and rights of recovery under Sections 19, 20 and 21 of this Facilities Lease shall survive the Term and/or the purchase of the Facilities by the Board under the Option.

SECTION 38. Estoppel Certificates. At any time and from time to time, but within 10 days after prior written request by the Corporation, the Board will execute, acknowledge, and deliver to the Corporation, promptly upon request but only to the extent accurate, a certificate certifying (i) that this Facilities Lease is unmodified and in full force and effect or, if there have been modifications, that this Facilities Lease is in full force and effect, as modified, and stating the date and nature of each modification; (ii) the date, if any, to which Rental and other sums payable under this Facilities Lease have been paid; (iii) that no Notice of any default has been delivered to the Corporation which default has not been cured, except as defaults specified in said certificate; (iv) that there is no Event of Default under this Facilities Lease or an event which, with Notice or passage of time, or both, would result in an Event of Default under this Facilities Lease, except for defaults specified in said certificate; and (v) such other matters as may be reasonably requested by the Corporation. Any such certificate may be relied upon by any prospective purchaser or existing or prospective mortgagee of the Facilities or any part thereof. The Board's failure to notify the Corporation of any inaccuracies in the proposed certificate within the specified time period shall be conclusive evidence that the matters set forth in the certificate are accurate and correct.

SECTION 39. Waiver of Jury Trial. The Corporation waives trial by jury in any action, proceeding, or counterclaim brought by either of the Parties to this Facilities Lease against the other on any matters whatsoever arising out of or in any way connected with this Facilities Lease, the relationship of the Corporation and the Board, the Board's or the University's use or occupancy of the Facilities, or any other Claims arising hereunder.

SECTION 40. Written Amendment Required. No amendment, alteration, modification of, or addition to this Facilities Lease will be valid or binding unless expressed in writing and signed by the Corporation and the Board, except if such supplement or amendment is solely for the purpose of issuing Refunding Bonds in order to realize debt service savings in each subsequent year as specified in Section 5.2 of the Indenture.

SECTION 41. Entire Agreement. This Facilities Lease and the exhibits and addenda, if any, contain the entire agreement between the Corporation and the Board. No promises or representations, except as contained in this Facilities Lease, have been made to the Board respecting the condition or the manner of operating the Facilities.

SECTION 42. Signs. The Board or the University may attach any sign on any part of the Facilities, without the Corporation's approval. The Board may name the Facilities and change the name, number, or designation of the Facilities, without the Corporation's prior consent.

SECTION 43. Litigation Expenses. The Board will pay the Corporation as Additional Rental all reasonable Litigation Expenses and all other reasonable expenses which may be incurred by the Corporation in enforcing any of the obligations of the Board under this Facilities Lease, in exercising its

rights to recover against the Board for loss or damage sustained in accordance with the provisions of this Facilities Lease, or in any litigation or negotiation in which the Corporation shall, without its fault, become involved through or because of this Facilities Lease.

SECTION 44. Brokers. The Corporation and the Board respectively represent and warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the Facilities.

SECTION 45. No Easements for Air or Light. Any diminution or shutting off of light, air, or view by any structure that may be erected on any of the lands constituting the Facilities, or on lands adjacent to the Facilities, will in no way affect this Facilities Lease or impose any liability on the Corporation. This Facilities Lease does not grant any rights to light, view, and/or air over the Facilities whatsoever.

SECTION 46. Binding Effect. The covenants, conditions, and agreements contained in this Facilities Lease will bind and inure to the benefit of the Corporation and the Board and their respective permitted assigns.

SECTION 47. Reserved.

SECTION 48. Rules of Interpretation. The following rules shall apply to the construction of this Facilities Lease unless the context requires otherwise: (a) the singular includes the plural and the plural includes the singular; (b) words importing any gender include the other genders; (c) references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute to which reference is made and all regulations promulgated pursuant to such statutes; (d) references to “writing” include printing, photocopy, typing, lithography and other means of reproducing words in a tangible visible form; (e) the words “including”, “includes” and “include” shall be deemed to be followed by words “without limitation”; (f) references to the introductory paragraph, preliminary statements, articles, sections (or subdivision of sections), exhibits, appendices, annexes or schedules are to those of this Facilities Lease unless otherwise indicated; (g) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments; (h) references to Persons include their respective successors and assigns to the extent successors or assigns are permitted or not prohibited by the terms of this Facilities Lease; (i) any accounting term not otherwise defined has the meaning assigned to it in accordance with generally accepted accounting principles; (j) “or” is not exclusive; (k) provisions apply to successive events and transactions; (l) references to documents or agreements which have been terminated or released or which have expired shall be of no force and effect after such termination, release, or expiration; (m) references to mail shall be deemed to refer to first-class mail, postage prepaid, unless another type of mail is specified; (n) all references to time shall be to Ruston, Louisiana time; (o) references to specific persons, positions, or officers shall include those who or which succeed to or perform their respective functions, duties, or responsibilities; and (p) the terms “herein,” “hereunder,” “hereby,” “hereof,” and any similar terms refer to this Facilities Lease as a whole and not to any particular articles, section or subdivision hereof.

SECTION 49. Relationship of Parties. The relationship of the Parties shall be one of lessor and lessee only, and shall not be considered a partnership, joint venture, license arrangement or unincorporated association. The Corporation is not controlled by the Board or under the control of any Person also in control of the Board.

SECTION 50. Law Between the Parties. This Facilities Lease shall constitute the law between the Parties, and if any provision of this Facilities Lease is in conflict with the provisions of “Title IX - Of

Lease” of the Louisiana Civil Code, Articles 2669 through 2777, inclusive, the provisions of this Facilities Lease shall control.

SECTION 51. Notices. All notices, filings and other communications (“*Notice*”) shall be in writing and shall be sufficiently given and served upon the other parties if delivered by hand directly to the persons at the addresses set forth below, or shall be sent by first class mail, postage prepaid, addressed as follows:

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

If to the Corporation: Chris Barr, Chairperson  
Innovative Student Facilities, Inc.  
412 West Alabama  
Ruston, Louisiana 71270

If to the Authority: Louisiana Local Government Environmental  
Facilities and Community Development Authority  
5641 Bankers Ave. Bldg. B  
Baton Rouge, Louisiana 70808  
Attention: Executive Director

If to the Trustee: Argent Trust Company  
500 East Reynolds Drive  
Ruston, Louisiana 71273  
Attention: Corporate Trust

If to the University: Louisiana Tech University  
Post Office Box 3164  
Ruston, Louisiana 71272  
Attention: Vice President of Finance and Administration

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IN WITNESS WHEREOF, the undersigned representative has signed this Facilities Lease on behalf of Innovative Student Facilities, Inc. on the \_\_\_\_ day of \_\_\_\_\_, 2026.

WITNESSES:

INNOVATIVE STUDENT FACILITES, INC

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Chris Barr, Chairperson

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Print Name: \_\_\_\_\_

Notary ID # \_\_\_\_\_

My Commission is for Life

IN WITNESS WHEREOF, the undersigned representative has signed this Facilities Lease on behalf of the Board of Supervisors for the University of Louisiana System on the \_\_\_\_ day of \_\_\_\_\_, 2026.

WITNESSES:

BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Jim Henderson, President  
Louisiana Tech University  
Board Representative

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Print Name: \_\_\_\_\_

Notary ID # \_\_\_\_\_

My Commission is for Life

EXHIBIT A

DESCRIPTION OF THE FACILITIES

TO COME

EXHIBIT B  
LEASED PROPERTY

TO COME

EXHIBIT C

FORM OF MEMORANDUM OF  
AGREEMENT TO LEASE WITH OPTION TO PURCHASE

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

MEMORANDUM OF LEASE

This Memorandum of Lease (this “*Memorandum*”) is entered into by and between Innovative Student Facilities, Inc. (“*Lessor*”) and the Board of Supervisors for the University of Louisiana System (“*Lessee*”).

RECITALS

- (a) Lessor and Lessee have entered into an Agreement to Lease with Option to Purchase dated as of [\_\_\_\_\_ 1, 2026] (the “*Lease*”), whereby Lessor did lease to Lessee, and Lessee did lease from Lessor, the immovable property more particularly described on Exhibit A attached hereto and incorporated herein (the “*Land*”) and the facilities which are and will be located on the Land as more particularly described in the Lease.
- (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 \_\_\_\_\_ 1, 2026 and shall continue until midnight on [\_\_\_\_\_ 1, 20\_\_], or the date on which the Bonds issued on behalf of the Lessor to pay for the design and construction of Facilities have been paid in full (the “*Expiration Date*”). Notwithstanding the foregoing, the Lease shall terminate prior to the Expiration Date upon (a) the repayment of the Bonds in full, including principal, premium, if any, interest and Administrative Expenses with respect to the Bonds as set forth in the Indenture, or (b) the exercise by the Lessor of the Option to Purchase and the purchase of the Facilities pursuant to the Option, all as set forth in the Lease.
- 2. Any third party entering into a contract with the Lessee for improvements to be located on the Land, or any other party claiming under said third party, shall be on notice that neither the Lessor nor the Lessor’s property shall have any liability for satisfaction of any claims of any nature in any way arising out of a contract with the Lessee.
- 3. Additional information concerning the provisions of the Lease can be obtained from the Parties at the following addresses:

Lessor: Chris Barr, Chairperson  
Innovative Student Facilities, Inc.  
412 West Alabama  
Ruston, Louisiana 71270

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

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

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THUS DONE AND PASSED on the \_\_\_ day of \_\_\_\_\_, 2026, in Ruston, Louisiana in the presence of the undersigned, both competent witnesses, who herewith sign their names with Chris Barr, Chairman of Innovative Student Facilities, Inc., and me, Notary.

WITNESSES:

INNOVATIVE STUDENT FACILITIES, INC

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Chris Barr, Chairman

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Print Name: \_\_\_\_\_

Notary ID # \_\_\_\_\_

My Commission is for Life

THUS DONE AND PASSED on the \_\_\_ day of \_\_\_\_\_, 2026, in Ruston, Louisiana in the presence of the undersigned, both competent witnesses, who herewith sign their names with Jim Henderson, President of the Louisiana Tech University and Board Representative, and me, Notary.

WITNESSES:

BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Jim Henderson, President  
Louisiana Tech University  
Board Representative

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Print Name: \_\_\_\_\_

Notary ID # \_\_\_\_\_

My Commission is for Life

EXHIBIT A

PROPERTY DESCRIPTION

TO COME

GROUND AND BUILDINGS LEASE AGREEMENT

by and between

BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM, on behalf of  
LOUISIANA TECH UNIVERSITY  
(as Lessor)

and

INNOVATIVE STUDENT FACILITIES, INC.  
(as Lessee)

Dated as of \_\_\_\_\_ 1, 2026

in connection with:

\$ \_\_\_\_\_  
Louisiana Local Government Environmental Facilities  
and Community Development Authority Revenue Bonds  
(Innovative Student Facilities Inc. –  
Louisiana Tech University Infrastructure Improvements Project)  
Series 2026

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## GROUND AND BUILDINGS LEASE AGREEMENT

This GROUND AND BUILDINGS LEASE AGREEMENT (together with any amendment hereto or supplement hereof, the “*Ground Lease*”) dated as of \_\_\_\_\_ 1, 2026, is entered into by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (the “*Board*”), a public constitutional corporation organized and existing under the laws of the State of Louisiana acting herein on behalf of the Louisiana Tech University (the “*University*”), which Board is represented herein by the President of the University, duly authorized, and INNOVATIVE STUDENT FACILITIES, INC., a Louisiana nonprofit corporation represented herein by its Chairman (the “*Corporation*”).

### WITNESSETH

WHEREAS, the Board is a public constitutional corporation organized and existing under the laws of the State of Louisiana and the University is a university under its management pursuant to Louisiana Revised Statutes 17:3217;

WHEREAS, the Corporation is a nonprofit corporation organized and existing under the Louisiana Nonprofit Corporation Law (La. R.S. 12:201 *et seq.*) and an organization exempt from federal income tax under Section 501(a) of the Internal Revenue Code of 1986 (the “*Code*”) as an organization designated in Section 501(c)(3) of the Code, whose purpose is to support and benefit the educational, scientific, research, and public service missions of the University;

WHEREAS, pursuant to La. R.S. 17:3361 through 17:3365, the Board is authorized to lease to a private entity, such as the Corporation, any portion of the campus or other immovable property of the University under the supervision and management of the Board;

WHEREAS, the Board, with and on behalf of the University, owns the ground on which the Corporation proposes to construct the Facilities (as defined herein);

WHEREAS, in order to further these functions of the Board, the Corporation shall cause the planning, design, acquisition, construction, renovation, improvement, and equipping of certain utility infrastructure projects, and other related improvements and facilities necessary or convenient in connection therewith (the “*Facilities*”), for the benefit of the University, and to cause provision of maintenance and repairs with respect to all such facilities and all facilities leased thereto, including the immovable property described on Exhibit A attached hereto and owned by, or under the supervision and management of the Board in the City of Ruston, Lincoln Parish, Louisiana;

WHEREAS, the Board and the Corporation have agreed to enter into this Ground Lease whereby the Board will lease certain immovable property owned by the Board to the Corporation;

WHEREAS, the Corporation and the Board have agreed that the Corporation shall construct the Facilities on the Land leased pursuant to this Ground Lease and that the Facilities will be owned by the Board and leased to the Corporation pursuant to this Ground Lease;

WHEREAS, the Board and the Corporation have agreed that the Corporation, for the benefit of the Board, shall develop and construct the Facilities generally in accordance with Plans and Specifications, (as defined herein) on the Leased Property (as defined herein) and the Corporation shall sublease the Leased Property and lease the Facilities to the Board pursuant to an Agreement to Lease with Option to Purchase of even date herewith (the “*Facilities Lease*”);

WHEREAS, in order to finance the construction of the Facilities, the Corporation has requested the Louisiana Local Government Environmental Facilities and Community Development Authority (the “Authority”) issue its \$\_\_\_\_\_ Revenue Bonds (Innovative Student Facilities, Inc. – Louisiana Tech University Infrastructure Improvements Project) Series 2026 (the “Bonds”), the proceeds of which shall be loaned to the Corporation pursuant to a Loan and Assignment Agreement dated as of \_\_\_\_\_ 1, 2026 (the “Agreement”), by and between the Authority and the Corporation; and

WHEREAS, in order to secure repayment of the Bonds, the Corporation will assign to the Trustee its interest in the Facilities obtained under this Ground Lease, pursuant to an Assignment of Agreements and Documents by the Corporation in favor of the Trustee, dated as of \_\_\_\_\_ 1, 2026 (the “Assignment”).

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

ARTICLE 1  
LEASE OF LAND - TERMS OF GROUND LEASE

Section 1.1 Lease of Land. The Board does hereby let, demise, and rent to the Corporation, and the Corporation does hereby rent and lease from the Board, the real property (the “Land”) more particularly described on Exhibit A attached hereto, together with all existing and future improvements, alterations, additions and attached fixtures located or to be located on the Land (the “Facilities”) as described in the Facilities Lease, and the right of uninterrupted access, ingress and egress over other property owned by the Board and contiguous to the Land to and from all streets and roads now or hereafter adjoining the Land for vehicular and pedestrian ingress and egress and the right of uninterrupted access, ingress and egress over any streets and roads owned by the Board to public streets and roads for vehicular and pedestrian ingress and egress to the Land. Notwithstanding Article 7 of the Agreement, the Board shall have the right to release from this Ground Lease any portion of the Land in the event that no portion of the Facilities is thereafter constructed thereon. The Corporation, by execution of this Ground Lease, accepts the leasehold estate herein demised subject only to the matters described on Exhibit B attached hereto.

Section 1.2 Habendum. The Board hereby grants the right to have and to hold the Land and Facilities, together with all and singular the rights, privileges, and appurtenances thereto attaching or anywise belonging, exclusively unto the Corporation, its successors and assigns, for the term set forth in Section 1.3 below, subject to the covenants, agreements, terms, provisions, and limitations herein set forth.

Section 1.3 Term. Unless sooner terminated as herein provided, this Ground Lease shall continue and remain in full force and effect for a term commencing on the effective date hereof and ending at midnight on [\_\_\_\_\_ 1, 20\_\_], or the date on which the Bonds have been paid in full (the “Expiration Date”). Notwithstanding the foregoing, this Ground Lease shall terminate prior to the Expiration Date upon the happening of the events set forth in Section 2(a) and (b) of the Facilities Lease. This Ground Lease shall remain in effect until the happening of any of the events described in this Section.

ARTICLE 2  
DEFINITIONS

Section 2.1 Definitions. In addition to such other defined terms as may be set forth in this Ground Lease, the following terms shall have the following meanings, and all terms not otherwise defined herein shall have the same meanings as set forth in the Agreement and the Indenture:

“*Administrative Expenses*” shall mean the necessary, reasonable, and direct out-of-pocket expenses incurred by the Authority or the Trustee pursuant to the Indenture and the Agreement, the compensation of the Trustee under this Indenture (including, but not limited to any annual administrative fee charged by the Trustee), the compensation of the Authority, and the necessary, reasonable and direct out-of-pocket expenses of the Trustee incurred by the Trustee in the performance of its duties under the Indenture.

“*Affiliate*” means, with respect to a designated Person under this Ground Lease, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with such designated Person. For purposes of this definition, the term “control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person.

“*Agreement*” means the Loan and Assignment Agreement dated as of \_\_\_\_\_ 1, 2026 between the Corporation and the Authority, including any amendments and supplements thereof and thereto as permitted thereunder.

“*Applicable Laws*” means all present and future statutes, regulations, ordinances, resolutions and orders of any Governmental Authority which are applicable to the parties performing their obligations under this Ground Lease.

“*Assignment*” means the Assignment of Agreements and Documents by the Corporation in favor of the Trustee dated as of \_\_\_\_\_ 1, 2026.

“*Authority*” or “*Issuer*” means the Louisiana Local Government Environmental Facilities and Community Development Authority, as issuer of the Bonds.

“*Award*” means any payment or other compensation received or receivable as a consequence of a Taking from or on behalf of any Governmental Authority or any other Person vested with the power of eminent domain.

“*Board*” means the Board of Supervisors for the University of Louisiana System, a public constitutional corporation organized and existing under the laws of the State of Louisiana, or its successor, acting herein on behalf of the University.

“*Board Representative*” means the President of Louisiana Tech University and one or more of the persons designated and authorized in writing from time to time by the Board to represent the Board in exercising the Board’s rights and performing the Board’s obligations under this Ground Lease; including the President of the Board of Supervisors for the University of Louisiana System, or his or her designee or the Assistant Vice President of Facilities Planning or Vice President for Finance and Administration of the Board of Supervisors for the University of Louisiana System, or his or her designee, or the University Representative if so designated by the President of the Board, of whom the Corporation has been notified in writing.

“*Board’s Interest*” means the Board’s ownership interest in and to the Land and the Facilities.

“*Bond*” or “*Bonds*” means, collectively, (i) the \$\_\_\_\_\_ Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Bonds (Innovative Student Facilities, Inc. – Louisiana Tech University Infrastructure Improvements Project) Series 2026, and such

bonds issued in exchange for those issued pursuant to the Indenture, or in replacement for those issued pursuant to the Indenture, which bonds have been mutilated, destroyed, lost or stolen and (ii) any Additional Bonds issued pursuant to a supplemental Indenture as authorized by the Indenture.

“*Bond Documents*” means the Indenture, the Assignment, and the Agreement.

“*Business Day*” means any day other than (i) a Saturday, (ii) a Sunday, (iii) any other day on which banking institutions in New York, New York, Ruston, Louisiana, or Baton Rouge, Louisiana, are authorized or required not to be open for the transaction of regular banking business, or (iv) a day on which the New York Stock Exchange is closed.

“*Commencement Date*” means the date on which the Bonds are delivered and payment therefor is received by the Authority.

“*Commencement of Construction*” means the date designated in the Corporation’s notice to proceed to the Design-Build Team to begin work on the Facilities.

“*Contract*” shall mean that certain contract between the Corporation and the Design-Build Team and the Corporation for the design and construction of the Facilities.

“*Corporation*” means Innovative Student Facilities, Inc., a Louisiana nonprofit corporation, qualified as a federally designated 501(c)(3) organization, organized exclusively to promote, assist and benefit the mission of the University by engaging in any lawful activity in which a nonprofit corporation meeting the requirements of Section 501(c)(3) of the Internal Revenue Code of 1986 may engage, specifically including but not limited to acquiring, receiving, holding, investing, developing, providing, maintaining, leasing, as lessor or lessee, mortgaging, conveying and/or administering property and making expenditures to and for the benefit of the University.

“*Corporation Representative*” means the Chairperson, Vice Chairperson, Assistant Vice Chairperson, or Secretary/Treasurer of the Board of Directors of the Corporation.

“*Design-Build Team*” shall mean all construction and design professionals performing services under the Contract.

“*Effective Date*” means the date on which this Ground Lease, the Facilities Lease, the Indenture, the Assignment, and the Agreement have been executed and the proceeds of the are available to the Corporation.

“*Event of Default*” means any matter identified as an event of default under Section 11.1 hereof.

“*Expiration Date*” means the expiration date of this Ground Lease as set forth in Section 1.3 hereof.

“*Facilities*” means the planning, design, acquisition, construction, renovation, improvement, and equipping of certain utility infrastructure projects, and other related improvements and facilities necessary or convenient in connection therewith more particularly described in Exhibit A to the Facilities Lease.

“*Facilities Lease*” means the Agreement to Lease With Option to Purchase dated as of \_\_\_\_\_ 1, 2026, including the Exhibits attached thereto, and any amendment or supplement thereto entered into from time to time in accordance with the terms hereof.

“*Force Majeure*” means any (a) act of God, landslide, lightning, earthquake, hurricane, tornado, blizzard and other adverse and inclement weather, fire, explosion, flood, act of public enemy, war, blockade, insurrection, riot, or civil disturbance; (b) labor dispute, strike, work slowdown, or work stoppage; (c) order or judgement of any Governmental Authority, if not the result of willful or negligent action of the Corporation; (d) adoption of or change in any Applicable Laws after the date of execution of this Ground Lease; (e) any actions by the Board which may cause delay; or (f) any other similar cause or similar event beyond reasonable control of the Corporation.

“*FP&C*” means the Office of Facility Planning and Control of the Division of Administration, State of Louisiana.

“*Governmental Authority*” means any federal, state, parish, regional, or local government, political subdivision, any governmental agency, department, authority, instrumentality, bureau, commission, board, official, or officer, any court, judge, examiner, or hearing officer, any legislative, judicial, executive, administrative, or regulatory body or committee or official thereof or private accrediting body.

“*Ground Lease*” means this Ground and Buildings Lease dated as of \_\_\_\_\_ 1, 2026 by and between the Board, as Lessor on behalf of the University, and the Corporation, as Lessee, whereby the Land upon which the Facilities shall be designed, developed, equipped, reconstructed, constructed and/or renovated.

“*Indenture*” means the Trust Indenture dated as of \_\_\_\_\_ 1, 2026 between the Authority and the Trustee, as it may be amended or supplemented from time to time by supplemental indentures in accordance with the provisions thereof.

“*Land*” means the real property more particularly described on Exhibit A attached hereto, upon which the Facilities are to be designed, developed, equipped, renovated, reconstructed and/or constructed, together with all other rights and interests leased pursuant to Section 1.1 hereof.

“*Person*” means an individual, a trust, an estate, a Governmental Authority, partnership, joint venture, corporation, company, firm or any other entity whatsoever.

“*Plans and Specifications*” means the plans and specifications for the construction of the Facilities, as implemented and detailed from time to time and as the same may be revised from time to time prior to the completion of the Facilities, all in accordance with the Agreement and this Ground Lease.

“*Rent*” means the annual rent paid by the Corporation as set forth in Section 3.1 hereof.

“*Taking*” means the actual or constructive condemnation, or the actual or constructive acquisition by condemnation, eminent domain or similar proceeding by or at the direction of any Governmental Authority or other Person with the power of eminent domain.

“*Term*” means the term of this Ground Lease as set forth in Section 1.3 hereof.

“*Trustee*” shall mean the state banking corporation or national banking association with corporate trust powers qualified to act as trustee under the Indenture which may be designated (originally or as a successor) as trustee for the Bonds issued and secured under the terms of the Indenture, initially Argent Trust Company.

“*University*” means Louisiana Tech University, Ruston, Lincoln Parish, Louisiana.

“*University Representative*” means the President of the University or his or her designee, of whom the Corporation has been notified in writing.

### ARTICLE 3 RENT

Section 3.1 Rent. Commencing on the Commencement Date and continuing throughout the Term, the Corporation shall pay to the Board, at the address set forth in Section 18.2 or such other place as the Board may designate from time to time in writing, as annual rent for the Land (the “*Rent*”), the sum of \$1.00 per year. Rent shall be due and payable annually in advance, with the first such payment of Rent being due on the Commencement Date and a like installment due on each anniversary thereafter during the Term.

Section 3.2 Additional Obligations. As further consideration for the entering into of this Ground Lease by the Board, the Corporation agrees to execute and perform its obligations under the Facilities Lease and all other documents contemplated by and ancillary to this Ground Lease and the Facilities Lease. Title to all improvements constructed or placed in service on the Land by the Corporation shall vest in the Board, and the cost thereof incurred by the Corporation shall constitute additional rent hereunder. In addition, the Corporation agrees to pay the costs of demolishing, developing, and/or constructing the Facilities pursuant to the terms of this Ground Lease and the Facilities Lease, title to which shall vest in the Board, which payment obligation shall constitute additional rent hereunder.

### ARTICLE 4 USE OF LAND

Section 4.1 Purpose of Lease. The Corporation enters into this Ground Lease for the purpose of designing, developing, equipping and constructing the Facilities in accordance with the Plans and Specifications and, for so long as the Facilities Lease remains in full force and effect, leasing the Facilities to the Board in accordance with the Facilities Lease. Except as otherwise provided herein, the Facilities are to be used for no other purpose.

Section 4.2 Benefit of the Board and the University. During the term of this Ground Lease, the Board shall own and lease the Facilities for the support, maintenance, and benefit of the Board and the University, and the Facilities shall be owned and leased for a public purpose related to the performance of the duties and functions of the Board and the University.

Section 4.3 Compliance with Statutory Requirements. Section 3361, *et seq.* of Title 17 of the Louisiana Revised Statutes prescribes rules and regulations for leases of any portion of the property owned by a college or university. By execution of this Ground Lease, the Board represents that it has complied with applicable statutory requirements of such Title 17 including, without limitation:

(a) the waiver by written consent of the formulation and adoption of rules, regulations and requirements, if any, relative to the erection, construction and maintenance of the Facilities referenced in Section 3362(A) of Title 17 of the Louisiana Revised Statutes, other than those set forth in this Ground Lease or specifically referenced in this Ground Lease;

(b) the waiver by written consent of the Board’s right to require removal of the Facilities referenced in Section 3362(B) of Title 17 of the Louisiana Revised Statutes, except as set forth in this Ground Lease; and

(c) the waiver by written consent of the Board's right to adopt such rules or regulations as it deems necessary or desirable relative to the conduct and social activities of people in structures erected on the leased grounds referenced in Section 3364 of Title 17 of the Louisiana Revised Statutes, except as may be specified in this Ground Lease.

Section 4.4 Data and Voice Communication Systems. If necessary, the Board, at its expense, agrees to provide to the Facilities appropriate cabling to tie its computer system into the Facilities. The Board shall provide the Facilities access to its computer system at no charge to the Corporation. The internal installation of such computer wiring within the Facilities in accordance with the Plans and Specifications shall be at the expense of the Corporation.

## ARTICLE 5 CONSTRUCTION, RENOVATION, IMPROVEMENT AND EQUIPPING OF THE FACILITIES

Section 5.1 The Corporation's Obligations. The Corporation will plan, design, develop, equip, and construct the Facilities on the Land at its own cost and expense. During the term of this Ground Lease, the Facilities shall be owned by the Board. The Corporation shall lease the Facilities and sublease the Land to the Board pursuant to the Facilities Lease. The Board shall not have any financial obligation or other obligation of any kind under this Ground Lease except to review and approve the Corporation's activities and as specifically set forth herein.

(a) The Corporation shall furnish or cause to be furnished all supervision, tools, implements, machinery, labor, materials and accessories such as are necessary and proper for the design, development, equipping and construction of the Facilities, shall pay all applicable permit and license fees, and shall design, develop, equip and/or construct the Facilities in a good, substantial and workmanlike manner all in accordance with this Ground Lease, and generally in compliance with the Plans and Specifications and all documents executed pursuant hereto and thereto. The Corporation and the Board agree to cooperate fully to obtain fee and permit exemptions with respect to the Facilities available under applicable laws by, for, or on behalf of the party or parties entitled thereto.

(b) Subject to the provisions of this Section 5.1, the Plans and Specifications and all decisions regarding construction matters shall be made by the Corporation in consultation with the Design-Build Team, and with the approval of FP&C. The Corporation shall select the Design-Build Team, the members of which shall comply with the licensing requirements of Louisiana law. All construction, alterations, or additions to the Facilities undertaken by the Corporation shall be in conformance with all applicable laws, codes, rules and regulations, and amendments thereto, including the Louisiana State Uniform Construction Code incorporating the 2021 International Building Code, ICC/ANSI A117.1 Accessible and Usable Buildings and Facilities (2017 edition as adopted), NFPA 101 Life Safety Code, 2015 edition, the 2010 ADA Standards for Accessible Design, and all local and state building codes. The Corporation shall have the right to contest any such codes for reasonable grounds by ordinary and proper procedures. The parties hereto acknowledge that the Board Representative and any other party whose consent is necessary to the Board's authority have previously reviewed and approved the Plans and Specifications and the form of the Contract for the Facilities.

(c) Changes in work and materials are subject to review and approval of the Board Representative and, if required, FP&C; however minor changes in work or materials, not affecting the general character of the Facilities or increasing the cost of construction may be made in the Plans and, if required, Specifications at any time by the Corporation without the approval of the Board Representative and FP&C, but a copy of the altered Plans and Specifications shall promptly be furnished to the Board Representative and, if required, FP&C. The Corporation shall notify the Board Representative of any

changes in work or materials that require the Board Representative's approval and the Board Representative shall either approve or disapprove any such changes within ten (10) business days after receipt of such notice from the Corporation. Notification shall include sufficient information for the Board Representative to make a determination and to approve or disapprove any changes in work or materials.

(d) After completion of the Facilities, at least sixty (60) days prior to undertaking any structural alteration, renovation, or remodeling of the Facilities during the Term, the Corporation shall submit plans for such renovation or remodeling to the Board Representative and, if required, FP&C for approval which approval must be obtained prior to the Corporation making or causing to be made any such structural alteration, renovation, or remodeling of the Facilities. The Board Representative shall either approve or disapprove any such alteration within thirty (30) days after receipt of such plans from the Corporation and, if required, approval by FP&C. All alterations, renovations or additions to the Facilities undertaken by the Corporation shall be in conformance with all applicable laws, codes, rules and regulations, and amendments thereto, including Louisiana State Uniform Construction Code incorporating the 2021 International Building Code, ICC/ANSI A117.1 Accessible and Usable Buildings and Facilities (2017 edition as adopted), NFPA 101 Life Safety Code, 2015 edition, the 2010 ADA Standards for Accessible Design, and all local and state building codes. The Corporation shall have the right to contest any such codes for reasonable grounds by ordinary and proper procedures.

(e) Subject to Force Majeure, the Corporation covenants that the Corporation shall substantially complete construction of the Facilities. Notwithstanding anything to the contrary contained herein, a breach by the Corporation of the covenant set forth in this Section 5.1(e) shall not be an Event of Default hereunder. The Board shall be entitled to institute an action seeking specific performance of this covenant by the Corporation.

(f) Prior to the commencement of construction of the Facilities, the Corporation and the Design-Build Team shall meet with the Board Representative to coordinate construction activity under the Contract. Upon commencement of construction of the Facilities, the Corporation shall deliver to the Board Representative and, if required, FP&C, (1) a copy of the signed Contracts between the Corporation and the Design-Build Team for the design and construction of the Facilities, and (2) a copy of the labor and materials payment and performance bonds in an amount equal to the contract price set forth in the Contract for the Facilities issued by a company qualified, permitted or admitted to do business in the State of Louisiana and approved by the Board. The Corporation shall take the action specified by La. R.S. 9:4802(C) to be taken by an owner to protect the premises from any liens related to the design or construction of the Facilities.

(g) Prior to the Commencement of Construction of the Facilities, any architect whose services have been retained shall provide a standard errors and omissions policy, with such additional provisions as may be approved by counsel to the Corporation.

(h) Any performance bond, labor and material payment bond, or completion bond provided by any member of the Design-Build Team hired by the Corporation shall be for 100% of the amount of the contract with such contractor, and shall contain a multiple obligee rider in favor of the Board and the Trustee; subject, however, to the reasonable underwriting guidelines of the surety issuing the bond and rules of the Governmental Authorities regulating the surety.

(i) The Corporation shall, upon written request of the Board, make, in such detail as may reasonably be required, and forward to the Board Representative, respectively, reports in writing as to the actual progress of the construction of the Facilities. During such period, the construction work shall be subject to inspection by authorized personnel of the Board and, if required, FP&C in order to verify

reports of construction, determine compliance with safety, fire, and building codes, determine compliance with approved construction plans, or such other inspections as may be necessary in the reasonable opinion of the Board Representative and, if required, FP&C.

(j) The Corporation may inspect the Land and arrange for boundary surveys, topographical surveys, soil borings and other site investigations at its expense to the extent these things have not been done by the Board. The Board does not guarantee that the Land is suitable for the construction of the Facilities. Subject to the matters shown on Exhibit B attached to this Ground Lease, the Corporation accepts the Land in its present condition. However, the Board represents that to the best of its knowledge and belief there are no Hazardous Substances or other materials on or under the Land that would materially impact the construction of the Facilities.

(k) Except as provided in Section 4.3 hereof, part of the cost of construction of the Facilities shall include all costs necessary for the Design-Build Team or applicable utility company to bring lines for all such utilities to the Facilities so that such utilities will be available when required for construction and operation of the Facilities.

(l) In the event the Project does not proceed to full construction for any reason, the Corporation hereby covenants that Plans and Specifications shall be delivered to the University, and the University shall be assigned the Corporation's limited, irrevocable and non-exclusive license to use the Plans and Specification solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Facilities.

## ARTICLE 6 ENCUMBRANCES

Section 6.1 Mortgage of Leasehold or the Facilities. Except as set forth in the Facilities Lease or the Indenture, the Corporation shall not mortgage, lien or grant a security interest in the Corporation's leasehold interest in the Land or the Corporation's fee title to the Facilities or any other right of the Corporation hereunder without the prior written consent of the Board.

## ARTICLE 7 MAINTENANCE AND REPAIR

### Section 7.1 Maintenance and Repairs.

(a) For as long as the Facilities Lease is in effect, the Corporation at the direction of the Board, shall be responsible for providing for the maintenance and repair of the Facilities in accordance with Section 7 of the Facilities Lease.

(b) In the event that the Facilities Lease has been terminated, the Corporation will: (i) maintain or cause to be maintained the Facilities, and will keep the Facilities in good repair and in good operating condition and make from time to time all necessary repairs thereto and renewals and replacements thereof; and (ii) make from time to time any additions, modifications or improvements to the Facilities the Corporation may deem desirable for its business purposes that do not materially impair the effective use of the Facilities, provided that all such additions, modifications and improvements will become a part of the Facilities.

ARTICLE 8  
CERTAIN LIENS PROHIBITED

Section 8.1 No Mechanics' Liens. Except as permitted in Section 8.2 hereof, the Corporation shall not suffer or permit any mechanics' liens or other liens to be enforced against the Board's ownership interest in the Facilities by reason of a failure to pay for any work, labor, services, or materials supplied or claimed to have been supplied to the Corporation or to anyone holding the Land or Facilities or any part thereof through or under the Corporation.

Section 8.2 Release of Recorded Liens. If any such mechanics' liens or materialmen's liens shall be recorded against the Land or Facilities, the Corporation shall cause the same to be released of record or, in the alternative, if the Corporation in good faith desires to contest the same, the Corporation shall be privileged to do so, but in such case the Corporation hereby agrees to indemnify and save the Board 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 Board reasonably should consider the Board's Interest endangered by any such liens and should so notify the Corporation and the Corporation 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 Board within thirty (30) days after such notice, then the Board, at the Board's sole discretion, may discharge such liens and recover from the Corporation immediately as additional Rent under this Ground Lease the amounts paid by the Board until repaid by the Corporation, plus interest at the rate of ten percent (10%) per annum from the date paid by the Board.

Section 8.3 Memorandum of Lease. The memorandum of lease to be filed pursuant to Section 18.4 of this Ground Lease shall state that any third party entering into a contract with the Corporation for improvements to be located on the Land, or any other party claiming under said third party, shall be on notice that neither the Board nor the Board's property shall have any liability for satisfaction of any claims of any nature in any way arising out of a contract with the Corporation.

ARTICLE 9  
OPERATION AND MANAGEMENT OF FACILITIES

Section 9.1 Audits. The Board may, at its option and at its own expense, and during customary business hours, conduct internal audits of the books, bank accounts, records and accounts of the Corporation. Audits may be made on either a continuous or a periodic basis or both, and may be conducted by employees of the Board, by the Louisiana Legislative Auditor or by independent auditors retained by the Board desiring to conduct such audit, 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 the Corporation.

Section 9.2 Management of Facilities. For as long as the Facilities Lease is in effect, the University, at the direction of the Board, shall operate and manage the Facilities or cause the Facilities to be operated and managed in accordance with Section 7 of the Facilities Lease. In the event the Facilities Lease is terminated, the Corporation will be responsible for the operations and management of the Facilities and the Board will no longer have the right to operate or manage the Facilities.

Section 9.4 Books and Records. The Corporation shall keep, or cause to be kept, accurate, full and complete books, including bank statements, and accounts showing exclusively its assets and liabilities, operations, transactions and the financial condition of the Corporation.

ARTICLE 10  
INDEMNIFICATION

Section 10.1 Indemnification by the Corporation. Excluding the acts or omissions of the Board, its employees, agents or contractors, the Corporation shall and will indemnify and save harmless the Board, its agents, officers, and employees, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, and causes of action of any and every kind and nature arising or growing out of or in any way connected with the Corporation's construction of the Facilities. This obligation to indemnify shall include reasonable fees of legal counsel and third-party investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand has been made; however, the Corporation and the Board shall use the same counsel if such counsel is approved by the Board, which approval shall not be unreasonably conditioned, withheld or delayed. If the Board does not approve such counsel, then the Board may retain independent counsel at the Board's sole cost and expense. It is expressly understood and agreed that the Corporation is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that the Board shall in no way be responsible therefor.

Section 10.2 Contributory Acts. Whenever in this Ground Lease any party is obligated to pay an amount or perform an act because of its negligence or misconduct (or that of its agents, employees, contractors, guests, or invitees), such obligations shall be mitigated to the extent of any comparative fault or misconduct of the other party (or that of its agents, employees, contractors, guests, or invitees) as determined by a court of law, and in any disputes damages shall be apportioned based on the relative amounts of such negligence or willful misconduct as determined by a court of law.

ARTICLE 11  
TERMINATION, DEFAULT AND REMEDIES

Section 11.1 Events of Default. Any one of the following events shall be deemed to be an "Event of Default" by the Corporation under this Ground Lease.

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

(b) The Taking by execution of the Corporation's leasehold estate for the benefit of any Person.

(c) The Corporation shall fail to perform any other covenant or agreement, other than the payment of money, to be performed by the Corporation under the terms and provisions of this Ground Lease and such failure shall not be cured within ninety (90) days after receipt of written notice from the Board of such failure; provided that if during such ninety (90) day period, the Corporation takes action to cure such failure within such period and continues such work thereafter diligently and without unnecessary delay, 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.

(d) A court of competent jurisdiction shall enter an order for relief in any involuntary case commenced against the Corporation, 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 Facilities appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of or for the Corporation or any substantial part of the properties of the Corporation or ordering the winding up

or liquidation of the affairs of the Corporation, and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days.

(e) The commencement by the Corporation of a voluntary case under the federal bankruptcy code, as now or hereafter constituted, or the consent or acquiescence by the Corporation to the commencement of a case under such 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 Corporation or any substantial part of the properties of the Corporation.

(f) The Corporation, after Commencement of Construction but prior to substantially completing construction of the Facilities, abandons (with no intent to continue) design, development, equipping, renovation, reconstruction and/or construction of the Facilities for a period of forty-five (45) consecutive days.

Section 11.2 The Board's Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, the Board 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 specific performance.

Section 11.3 Termination of Right of Occupancy. Notwithstanding any provision of law or of this Ground Lease to the contrary, except as set forth in Section 1.3 hereof, the Board shall not have the right to terminate this Ground Lease prior to the Expiration Date hereof. However, in the event there is an Event of Default by the Corporation hereunder, the Board shall have the right to terminate the Corporation's right to occupancy of the Land, except that the Facilities, at the option of the Board, shall remain thereon. The Board shall have the right to take possession of the Land and to re-let the Land or take possession in its own right for the remaining Term of this Ground Lease upon such terms and conditions as the Board is able to obtain. Upon such re-letting, the Corporation hereby agrees to convey all of its right, title and interest in and to the Facilities and all of its rights under this Ground Lease and the Facilities Lease to the new lessee of the Land or to the Board, if the Board wishes to remain in possession on its own behalf, in consideration for the new lessee (or the Board as applicable) agreeing to assume all of the Corporation's obligations under this Ground Lease, the Facilities Lease and under any debt incurred by the Corporation in connection with the construction of the Facilities. The provisions of this Section do not permit the termination of this Ground Lease prior to the payment in full of the Bonds and the payment of all Administrative Expenses.

Section 11.4 Rights of the Board Cumulative. All rights and remedies of the Board provided for and permitted in this 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 Board 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 Board of a breach of any of the covenants, conditions or restrictions of this 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 Board to insist in any one or more cases upon the strict performance of any of the covenants of this 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.

ARTICLE 12  
TITLE TO THE FACILITIES

Section 12.1 Title to Facilities. Title to the Facilities and any new Facilities as they are constructed or placed in service upon completion thereof shall be vested in the Board during the Term of this Ground Lease. The Facilities and all furniture, fixtures, equipment and furnishings permanently affixed to the Facilities shall be the property of the Board upon termination of this Ground Lease whether such termination be by expiration of the Term or an earlier termination under any provision of this Ground Lease.

Section 12.2 The Board's Option to Require Demolition. Upon the Expiration Date of the Term or earlier termination hereof, in the event the Facilities are no longer suitable for the Board's purposes, the Board in its sole discretion may require the Corporation to demolish the Facilities and remove the Facilities from the Land, and restore the Land to substantially the same condition as it existed on the date of this Ground Lease, to be accomplished within one hundred eighty (180) days of such Expiration Date or earlier Termination hereof. However, such demolition and removal of the Facilities shall be at the Board's sole cost and expense. In the event of such election upon the expiration of the Term, the Board shall notify the Corporation no later than six (6) months prior to the expiration of the Term. If this Ground Lease is terminated earlier, the Board shall notify the Corporation within thirty (30) days after the termination.

Section 12.3 Termination of Facilities Lease. Upon the termination of the Facilities Lease as a result of the Board's exercise of its option to purchase the Corporation's leasehold interest in the Facilities, all right and interest of the Corporation in and to this Ground Lease, the Facilities Lease and the Facilities shall be transferred to the Board, and the Corporation hereby agrees to execute any documents necessary to effectuate such transfer, or the Board may require the demolition of the Facilities as set forth in Section 12.2 above.

Section 12.5 Insurance Proceeds. If the Facilities Lease is no longer in force and effect, and all or any portion of the Facilities is damaged or destroyed by acts of God, fire, flood, natural disaster, the elements, casualties, thefts, riots, civil strife, lockout, war, nuclear explosion or otherwise (collectively "*Casualty*"), the proceeds of any insurance received on account of any such Casualty shall be disbursed in accordance with the provisions of the Bond Documents, or if the Bond Documents are no longer in effect shall be disbursed to the Corporation as though the Corporation were the owner of the Facilities.

Section 12.7 Condemnation, Casualty, and Other Damage. The risk of loss or decrease in the enjoyment and beneficial use of the Facilities due to any damage or destruction thereof by any Casualty or in consequence of any foreclosures, attachments, levies or executions; or a Taking of all or any portion of the Facilities by condemnation, expropriation, or eminent domain proceedings (collectively, "*Expropriation*") is expressly assumed by the Board. The Corporation and the Trustee shall in no event be answerable, accountable, or liable therefor, nor shall any of the foregoing events entitle the Board to any abatements, set-offs, or counterclaims with respect to its Base Rental, Additional Rental, or any other obligation hereunder.

ARTICLE 13  
CONDEMNATION

Section 13.1 Condemnation. Upon the permanent Taking of all the Land and the Facilities, this Ground Lease shall terminate and expire as of the date of such Taking, and both the Corporation and the Board shall thereupon be released from any liability thereafter accruing hereunder except for Rent and all other amounts secured by this Ground Lease owed to the Board apportioned as of the date of the

Taking or the last date of occupancy, whichever is later. The Corporation shall receive notice of any proceedings relating to a Taking and shall have the right to participate therein.

Section 13.2 Partial Condemnation.

(a) Upon a temporary Taking or a Taking of less than all of the Land, the Board, at its election, may terminate this Ground Lease by giving the Corporation notice of its election to terminate at least sixty (60) days prior to the date of such termination if the Board reasonably determines that the Facilities cannot be economically and feasibly used by the Board for its intended purposes under the Facilities Lease. Upon any such termination, the Rent accrued and unpaid hereunder shall be apportioned to the date of termination. In the event there is a partial condemnation of the Land and the Board decides not to terminate this Ground Lease, the Board and the Corporation shall either amend this Ground Lease or enter into a new lease so as to cover an adjacent portion of property, if necessary to restore or replace any portion of the Land and/or Facilities.

(b) If this Ground Lease is terminated or in the event of a Taking of less than all of the Land and the Facilities while the Facilities Lease is in force and effect, and the Board decides to restore or replace the Facilities in accordance with the Facilities Lease, the Board and the Corporation agree to enter into a new lease (in form and substance substantially the same as this Ground Lease) of a portion of property necessary to place thereon the Facilities and to enter into a new Facilities Lease (in form and substance substantially the same as the Facilities Lease) covering such replacement Facilities.

Section 13.3 Payment of Awards.

(a) Upon the Taking of all or any portion of the Land and the Facilities (i) the proceeds of the Award allocable to the value of the Facilities shall be disbursed in accordance with the provisions of the Facilities Lease, and (ii) subject to the payment in full of the Bonds, the Board shall be entitled (free of any claim by the Corporation) to the Award for the value of the Board's Interest (such value to be determined as if this Ground Lease were in effect and continuing to encumber the Board's Interest).

(b) Upon the Taking of all or any portion of the Land or the Facilities at any time after the Facilities Lease is no longer in force and effect, (i) the proceeds of the Award allocable to the value of the Facilities shall be disbursed in accordance with the provisions of the Bond Documents, or if the Bond Documents are no longer in effect shall be disbursed to the Corporation, (ii) the Board shall be entitled (free of any claim of the Corporation) to the Award for the value of the Board's Interest in the Land (such value to be determined as if this Ground Lease were in effect and continuing to encumber the Board's Interest) and (c) the Corporation shall be entitled to the Award for the value of the Corporation's interest in the Land under this Ground Lease that is the subject of the Taking.

Section 13.4 Bond Documents Control. Notwithstanding anything in this Ground Lease to the contrary, in the event of a Casualty or a Taking of all of any portion of the Facilities, the provisions in the Bond Documents shall control the division, application and disbursement of any insurance proceeds or Award paid as a result thereof for so long as the Bond Documents remain in effect.

ARTICLE 14  
ASSIGNMENT, SUBLETTING, AND TRANSFERS  
OF THE CORPORATION'S INTEREST

Section 14.1 Assignment of Leasehold Interest. Except as expressly provided for in this Article 14, the Corporation shall not have the right to sell or assign the leasehold estate created by this

Ground Lease, its fee interest in the Facilities or the other rights of the Corporation hereunder to any Person without the prior written consent of the Board.

Section 14.2 Subletting. The Corporation is not authorized to sublet the leasehold estate to any entity other than the Board.

Section 14.3 Transfers of the Corporation's Interest. Except as otherwise expressly provided herein, any Person succeeding to the Corporation's interest as a consequence of any permitted conveyance, transfer or assignment shall succeed to all of the obligations of the Corporation hereunder and shall be subject to the terms and provisions of this Ground Lease.

Section 14.4 Assignment to Trustee. The Corporation shall, concurrently with the execution hereof, assign all of its right, title, and interest in and to this Ground Lease to the Trustee pursuant to the Indenture and the Agreement, as applicable (each as defined in the Facilities Lease). The parties hereto further agree to execute any and all documents necessary and proper in connection therewith.

## ARTICLE 15 COMPLIANCE CERTIFICATE

Section 15.1 The Corporation's Compliance. The Corporation agrees, at any time and from time to time upon not less than thirty (30) days prior written notice by the Board, to execute, acknowledge and deliver to the Board or to such other party as the Board shall request, a statement in writing certifying (a) that this Ground Lease is unmodified and in full force and effect (or if there have been modification, that the same is in full force and effect as modified and stating the modifications), (b) to the best of its 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 the Corporation to be performed (and if so specifying the same), (c) the dates to which the Rent and other charges have been paid, (d) during the construction period, the status of construction of the Facilities and the estimated date of completion thereof; and (e) 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 Board's Interest or by any other Person.

Section 15.2 The Board's Compliance. The Board agrees, at any time and from time to time, upon not less than thirty (30) days prior written notice by the Corporation, to execute, acknowledge and deliver to the Corporation a statement in writing addressed to the Corporation or to such other party as the Corporation shall request, certifying (a) that this 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 its knowledge after due inquiry, whether an Event of Default has occurred and is continuing hereunder (and 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 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 Facilities, or by any other Person, as approved by the Board.

## ARTICLE 16 TAXES AND LICENSES

Section 16.1 Payment of Taxes. The Board shall pay, and, upon request by the Corporation, shall provide evidence of payment to the appropriate collecting authorities of, all federal, state and local taxes and fees, which are now or may hereafter be levied upon the Corporation's interest in the Land or

upon the Board or the Board's Interest. The Board 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 the Board to pay taxes and fees under this Section 16.1 shall apply only to the extent that the Board is not exempt from paying such taxes and fees and to the extent that such taxes and fees are not otherwise abated. The Board and the Corporation agree to cooperate fully with each other to the end that tax exemptions available with respect to the Land and the Facilities under applicable law are obtained by the party or parties entitled thereto.

Section 16.2 Contested Tax Payments. The Board shall not be required to pay, discharge or remove any such taxes or assessments so long as the Board 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 Corporation shall cooperate with the Board in completing such contest and the Corporation shall have no right to pay the amount contested during the contest. The Corporation, at the Board's expense, shall join in any such proceeding if any law shall so require.

#### ARTICLE 17 FORCE MAJEURE

Section 17.1 Discontinuance during Force Majeure. Whenever a period of time is herein prescribed for action to be taken by the Corporation, the Corporation 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 Board shall not be obligated to recognize any delay caused by Force Majeure unless the Corporation shall, within ten (10) days after the Corporation is aware of the existence of an event of Force Majeure, notify the Board thereof.

#### ARTICLE 18 MISCELLANEOUS

Section 18.1 Nondiscrimination, Employment and Wages. Any discrimination by the Corporation or its agents or employees on account of race, color, sex, age, religion, national origin, or handicap, in employment practices or in the performance of the terms, conditions, covenants, and obligations of this Ground Lease, is prohibited.

Section 18.2 Notices. Notices or communications to the Board or the Corporation required or appropriate under this Ground Lease 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, or (d) prepaid telecopy if confirmed by expedited delivery service or by mail in the manner previously described, addressed as follows:

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

If to the Corporation:            Innovative Student Facilities, Inc.  
   412 West Alabama  
   Ruston, Louisiana 71270  
   Attention: Chairperson

If to the Authority:                Louisiana Local Government Environmental  
   Facilities and Community Development Authority

5641 Bankers Ave. Bldg. B  
Baton Rouge, Louisiana 70808  
Attention: Executive Director

If to the Trustee: Argent Trust Company  
500 East Reynolds Drive  
Ruston, Louisiana 71273  
Attention: Corporate Trust

If to the University: Louisiana Tech University  
Post Office Box 3164  
Ruston, Louisiana 71272  
Attention: Vice President of Finance and Administration

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 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 18.3 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 create a relationship other than the relationship of the Board and the Corporation.

Section 18.4 Memorandum of Lease. Neither the Board nor the Corporation shall file this Ground Lease for record in Lincoln Parish, Louisiana or in any public place without the written consent of the other. In lieu thereof, the Board and the Corporation agree to execute in recordable form a memorandum of this Ground Lease in the form of Exhibit C attached hereto. Such memorandum shall be filed for record in Lincoln Parish, Louisiana.

Section 18.5 Attorney's Fees. If either party is required to commence legal proceedings relating to this Ground Lease, the prevailing party shall be entitled to receive reimbursement for its reasonable attorneys' fees and costs of suit.

Section 18.6 Louisiana Law to Apply. This Ground Lease shall be construed under and in accordance with the laws of the State of Louisiana, and all obligations of the parties created hereunder are performable in Lincoln Parish, Louisiana.

Section 18.7 Warranty of Peaceful Possession. The Board covenants that the Corporation, on paying the Rent and performing and observing all of the covenants and agreements herein contained and provided to be performed by the Corporation, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Land during the Term and may exercise all of its rights hereunder; and the Board agrees to warrant and forever defend the Corporation's right to such occupancy, use, and enjoyment and the title to the Land against the claims of any and all persons whomsoever lawfully claiming the same, or any part thereof subject only to the provisions of this Ground Lease and the matters listed on Exhibit B attached hereto.

Section 18.8 Curative Matters. Except for the express representations and warranties of the Board set forth in this Ground Lease, any additional matters necessary or desirable to make the Land usable for the Corporation's purpose shall be undertaken, in the Corporation's sole discretion, at no

expense to the Board. The Corporation shall notify the Board in writing of all additional matters (not contemplated by the Plans and Specifications) undertaken by the Corporation to make the Land usable for the Corporation's purpose.

Section 18.9 Non-waiver. No waiver by the Board or the Corporation of a breach of any of the covenants, conditions, or restrictions of this Ground Lease shall constitute a waiver of any subsequent breach of any of the covenants, conditions or restrictions of this Ground Lease. The failure of the Board or the Corporation to insist in any one or more cases upon the strict performance of any of the covenants of this 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 Board or acceptance of payment by the Board 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 the Board or the Corporation of any provision of this 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 18.10 Terminology. Unless the context of this 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 word "or" shall have inclusive meaning represented by the phrase "and/or"; (e) the words "hereof," "herein," "hereunder," and similar terms in this Ground Lease shall refer to this Ground Lease as a whole and not to any particular section or article in which such words appear. The section, article and other headings in this Ground Lease and the Table of Contents to this Ground Lease are for reference purposes and shall not control or affect the renovation of this Ground Lease or the interpretation hereof in any respect. Article, section and subsection and exhibit references are to this Ground Lease unless otherwise specified. All exhibits attached to this Ground Lease constitute a part of this Ground Lease and are incorporated herein. All references to a specific time of day in this Ground Lease shall be based upon Central Standard Time (or the other standard of measuring time then in effect in the city of Ruston, Parish of Lincoln, Louisiana).

Section 18.11 Counterparts. This agreement may be executed in multiple counterparts, each of which shall be declared an original.

Section 18.12 Severability. If any clause or provision of this Ground Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Ground Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Ground Lease shall not be affected thereby.

Section 18.13 Authorization. By execution of this Ground Lease, the Corporation and the Board each represent to the other that they are entities validly existing, duly constituted and in good standing under the laws of jurisdiction in which they were formed and in which they presently conduct business; that all acts necessary to permit them to enter into and be bound by this Ground Lease have been taken and performed; and that the persons signing this Ground Lease on their behalf have due authorization to do so.

Section 18.14 Ancillary Agreements. In the event it becomes necessary or desirable for the Board to approve in writing any ancillary agreements or documents concerning the Land or concerning the construction, operation or maintenance of the Facilities or to alter or amend any such ancillary agreements between the Board and the Corporation or to give any approval or consent of the Board required under the terms of this Ground Lease, all agreements, documents or approvals shall be forwarded to the Board Representative.

Section 18.15 Amendment. No amendment, modification, or alteration of the terms of this Ground Lease shall be binding unless the same be in writing dated on or subsequent to the date hereof and duly executed by the parties hereto consented to, to the extent required by Article 8 of the Agreement.

Section 18.16 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 the University into another educational institution or the Board into another educational management board.

Section 18.17 Entire Agreement. This Ground Lease, together with the exhibits attached hereto, contains the entire agreement between the parties hereto with respect to the Land and contains all of the terms and conditions agreed upon with respect to the lease of the Land, and no other agreements, oral or otherwise, regarding the subject matter of this 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned representative has signed this Ground Lease on behalf of the Board of Supervisors for the University of Louisiana System on the \_\_\_\_ day of \_\_\_\_\_, 2026.

WITNESSES:

BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Jim Henderson, President  
Louisiana Tech University  
Board Representative

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Print Name: \_\_\_\_\_

Notary ID # \_\_\_\_\_

My Commission is for Life

IN WITNESS WHEREOF, the undersigned representative has signed this Ground Lease on behalf of Innovative Student Facilities, Inc. on the \_\_\_\_ day of \_\_\_\_\_, 2026.

WITNESSES:

INNOVATIVE STUDENT FACILITIES, INC

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Chris Barr, Chairman

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Print Name: \_\_\_\_\_

Notary ID # \_\_\_\_\_

My Commission is for Life

EXHIBIT A

PROPERTY DESCRIPTION

[TO COME]

EXHIBIT B

PERMITTED ENCUMBRANCES

None.



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

Lessee: Innovative Student Facilities, Inc.  
412 West Alabama  
Ruston, Louisiana 71270  
Attention: Chairperson

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

THUS DONE AND PASSED on the \_\_\_ day of \_\_\_\_\_, 2026, in Ruston, Louisiana, in the presence of the undersigned, both competent witnesses, who herewith sign their names with Jim Henderson, President of Louisiana Tech University and Board Representative and me, Notary.

WITNESSES:

BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Jim Henderson, President  
Louisiana Tech University  
Board Representative

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Print Name: \_\_\_\_\_

Notary ID # \_\_\_\_\_

My Commission is for Life

THUS DONE AND PASSED on the \_\_\_ day of \_\_\_\_\_, 2026, in Ruston, Louisiana, in the presence of the undersigned, both competent witnesses, who herewith sign their names with Chris Barr, Chairman of Innovative Student Facilities, Inc., and me, Notary.

WITNESSES:

INNOVATIVE STUDENT FACILITIES, INC

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Chris Barr, Chairman

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Print Name: \_\_\_\_\_

Notary ID # \_\_\_\_\_

My Commission is for Life

EXHIBIT A

PROPERTY DESCRIPTION

[TO COME]

## RS 39:366.11

### SUBPART B. COOPERATIVE ENDEAVORS

#### §366.11. Reporting on the progress and status of cooperative endeavors

A.(1)(a)(i) Prior to the confection of any cooperative endeavor agreement which would result or is expected to result in any nonpublic party to the agreement generating or expending revenue of one million dollars or more per year from the operation, management, or control of a state resource, the commissioner of administration shall be informed by the state agency seeking confection of the proposed agreement. When the commissioner has determined that the parties are sufficiently far enough along in negotiations that the essential elements of the proposed agreement have been worked out by the parties and can be explained to the Joint Legislative Committee on the Budget, the commissioner shall instruct the state agency to inform the committee of the proposed agreement not less than thirty calendar days prior to the next regular meeting of the Joint Legislative Committee on the Budget. The Joint Legislative Committee on the Budget may hold a hearing on the agreement any time prior to the official confection of the agreement. No agreement shall be officially confectioned prior to the expiration of the time within which the Joint Legislative Committee on the Budget may hold a hearing.

(ii) Such hearing may be conducted in executive session pursuant to the procedures and requirements of R.S. 42:16 when the members have reason to believe that the discussion at such meeting may otherwise result in the public disclosure of any information regarding the nonpublic person which is excepted by any provision of law, other than this Part, from being public record or from public disclosure.

(b) At any time that an agency cannot comply with the time lines required in Subparagraph (a) of this Paragraph, the agency head shall notify the commissioner and the chairperson of the Joint Legislative Committee on the Budget. The chairperson may provide for an alternate time.

(2) The following information shall be provided:

(a) The public purpose sought to be accomplished by the cooperative endeavor.

(b) The reason a cooperative endeavor with the nonpublic person is the preferred means by which to accomplish the public purpose as opposed to competitively bid or competitively negotiated contract.

(c) The nature and amount of all state resources being obligated, the nature of the obligation, and the expected duration of the obligation.

(3) The Joint Legislative Committee on the Budget by official action of the committee communicated in writing by the chairperson of the committee to the state agency may prohibit the state agency from entering into a cooperative endeavor agreement for failure to provide the information required in Paragraph (2) of this Subsection.

B.(1) As a condition of the establishment and continuation of any cooperative endeavor agreement to which the state is a party and which results in any nonpublic party to the agreement generating or expending revenue of one million dollars or more per year from the operation, management, or control of a state resource, the nonpublic party to the agreement shall annually report to the commissioner of administration at a time and in a form established by the commissioner by rule adopted pursuant to the Administrative Procedure Act all of the following:

(a) The amount of revenue generated from the operation, management, or control of a state resource by month and by year and as compared to all prior years of the agreement.

(b) The budgeted and actual expenditure of revenue thusly generated.

(c) Any and all changes in the agreement since the last report.

(2)(a) Using this information, the commissioner shall annually inform the members of the Joint Legislative Committee on the Budget of the status of each cooperative endeavor, the degree to which the public purpose is served, and any other information regarding the matter which the commissioner determines is significant to the goal of this Part.

(b)(i) In response to the annual report required by this Paragraph, the Joint Legislative Committee on the Budget may hold a meeting with the commissioner of administration and/or the parties to any cooperative endeavor agreement to clarify matters of concern.

(ii) The meeting provided for in this Subparagraph may be conducted in executive session pursuant to the procedures and requirements of R.S. 42:16 when the members have reason to believe that the discussion at such meeting may otherwise result in the public disclosure of any information regarding the nonpublic person which is excepted by any provision of law, other than this Part, from being public record or from public disclosure.

(3) In adopting the rules and in reporting to the Joint Legislative Committee on the Budget, the commissioner of administration shall provide for the protection of propriety, confidential, and competitive information regarding any nonpublic party to a cooperative endeavor agreement which is excepted by any provision of law, other than this Part, from being public record or from public disclosure.

C.(1) Without altering the private nature of a nonpublic person participating in a cooperative endeavor with the state which pursuant to that agreement operates, manages, or controls a state resource and generates or expends revenue of one million dollars or more per year from the operation, management, or control of the resource, such person shall, as a condition of participation in the agreement, maintain all of its books and records with respect to the receipt, use, or expenditure of the revenue generated as a result of the operation, management, or control of the state resource as public documents and make them available for inspection and copying pursuant to the provisions of the public records law, R.S. 44:1 et seq.

(2) This Subsection shall not be interpreted to require the disclosure of the names or other identifying personal information of individual donors who make contributions to nonprofit corporations which support public institutions of postsecondary education as provided in R.S. 17:3390 or the names or other identifying personal information of individual consumers of services or products which may form a portion of the revenue generated or expended. The receipt, use, or expenditure of such amounts may be recorded in the books and records and, if so recorded, shall be reported and be publicly available in globo.

Acts 2005, No. 329, §1, eff. Jan. 1, 2006.

# Agenda Item No. 9

Review of an extension  
of a contract between  
University of Louisiana  
at Lafayette and  
Ellucian Company,  
L.P., in accordance with  
the provisions of  
R.S. 39:1615(J)

State of Louisiana  
Office of State Procurement

Jeff Landry  
Governor


Taylor F. Barras  
Commissioner of Administration



Division of Administration  
1201 N. Third Street, Suite 2-160  
Baton Rouge, Louisiana 70802-5243  
Phone (225) 342-8010  
Fax (225) 342-9756

March 4, 2026

TO: Kristi Montet, NIGP-CPP  
Director of Procurement & Travel  
University of Louisiana at Lafayette

FROM: Pamela Bartfay Rice, Esq., CPPO   
Assistant Director, Professional Contracts

RE: OSP Pre-Approval for JLCB  
Amendment #3 to contract – Ellucian Company, LLC  
LaGov PO#: 4400027252

The above-referenced contract amendment has been reviewed by the Office of State Procurement. The document complies with the State Procurement Code and is ready for submission to the Joint Legislative Committee on the Budget. Upon approval of the contract amendment in accordance with La. R.S. 39:1615(J), please return the "Agency Memo to OSP After JLCB Approval," along with the stamped contract from the JLCB.

**The contract amendment will not receive final approval by OSP until all appropriate approvals are received and each is submitted to OSP in LaGov and/or LESA, as applicable.**

If you should have any further questions/comments, please do not hesitate to contact me.



UNIVERSITY  
OF  
LOUISIANA  
*L a f a y e t t e*

**Office of Procurement Services**

P.O. Box 40197  
Lafayette, LA 70504-0197  
Office: (337) 482-5396  
Fax: (337) 482-5059

*Université des Acadiens*

March 4, 2026

Ms. Sherry Phillips-Hymel  
Director, Senate Fiscal Services  
Joint Legislative Committee on the Budget  
P.O. Box 44294  
Baton Rouge, LA 70804

Re: Submitting Agency – **University of Louisiana at Lafayette**  
Contractor – **Ellucian Company LLC.**  
**Amendment #3 to the Consulting Services Agreement C002127**  
**LaGov # 4400027252**

Dear Ms. Phillips-Hymel:

Please consider this justification for the University of Louisiana at Lafayette to amend the current three (3) year consulting services agreement with Ellucian Company LLC. (Ellucian) for an additional two (2) years. The University is submitting this request in accordance with Joint Legislative Committee on the Budget (JLCB) procedures requiring written submission no less than fourteen (14) days prior to the scheduled meeting date of March 19, 2026.

The above written contract was approved by the Office of State Procurement as a sole source provider of consulting services relating to the implementation, deployment and support services of certain Enterprise Resource Planning (ERP) and other software component systems that the University of Louisiana at Lafayette has licensed from Ellucian Company LLC.

The service is a continuation of support necessary to a) mature newly developed business processes and changes resulting from the initial implementation; b) provide additional staff development and training to enhance continuous process improvement; and c) add new functionality and software into the originally implemented "stack". The University has successfully completed the initial baseline implementation of the systems licensed through Ellucian and would like to take advantage of the current momentum, success, and energy of our community to make additional progress.

Given the implementation complexity and the University resources required to be scheduled, coordinated, and engaged, we believe that two (2) additional years is necessary and adequate to reduce risk and assure implementation success.

The Louisiana Office of State Procurement (OSP) has reviewed the amendment and provided pre-approval to proceed with JLCB consideration and approval. A copy of the OSP pre-approval memorandum is attached to the email for Committee reference.

Your cooperation in this regard is greatly appreciated. Please do not hesitate to contact Celena Tilbury with any questions or if you need further information by email at [celena.tilbury@louisiana.edu](mailto:celena.tilbury@louisiana.edu).

Sincerely,

Kristi Montet, NIGP-CPP  
Director of Procurement & Travel, and Chief Procurement Officer

Enclosure

**AMENDMENT #3 TO CONSULTING SERVICES AGREEMENT (Contract # C002127)**

THIS AMENDMENT #3 TO CONSULTING SERVICES AGREEMENT (Contract # C002127) ("Amendment") is made by and between **University of Louisiana at Lafayette** (hereinafter referred to as "Client" or "UL Lafayette") and **Ellucian Company LLC** ("Ellucian" or "Contractor"). As used herein, either Client or Ellucian may be referred to as a "Party" and both may be referred to collectively as "the Parties."

**RECITALS**

WHEREAS, Client and Ellucian entered into Consulting Services Agreement (Contract # C002127), with an Execution Date of April 26, 2023, as previously amended (the "Agreement");

WHEREAS, the Term of the Agreement is from May 1, 2023 through April 30, 2026;

WHEREAS, pursuant to Amendment #1 (dated September 26, 2023) to the Agreement, Client acquired certain new fixed fee services from Ellucian for implementation of Ellucian Insights Premium Cloud Software;

WHERE, pursuant to Amendment #2 (dated March 13, 2025) to the Agreement, the Parties amended the Agreement to terminate the Active Directory Account Provisioning Integration for Banner Enterprise Identity Service and in consideration of such termination to allow Client to upgrade to the use of Ethos User Provisioning under a separate written amendment between the parties;

WHEREAS, the parties hereto desire to amend the Agreement on the terms herein stated in order to extend the Term of the Agreement for a period of two additional years (i.e., through April 30, 2028).

**AMENDMENT**

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants set forth in this Amendment, and the consideration extended by and between the Parties, the sufficiency of which is hereby acknowledged, Client and Ellucian hereby agree as follows:

1. Section 3.12 of the Agreement is deleted in its entirety and is hereby replaced by:

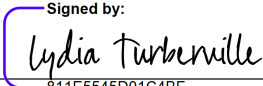
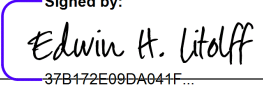
**3.12 Term of Contract:** This Contract shall begin on May 1, 2023 and shall terminate on April 30, 2028.

Section 3.0 of Attachment I to the Agreement is hereby edited to provide for Ellucian's performance of Services (including both Consulting Services as identified in Table 1 and Software Support Services as identified in Table 2) during the period from May 1, 2023 through April 30, 2028.

2. This Amendment, together with the Agreement, supersedes any and all prior and contemporaneous understandings or agreements of the parties in regard to the subject matter hereof and constitutes the final, complete, and exclusive statement of the agreement between the parties hereto as relates to amendment of the Agreement.
3. This Amendment may be supplemented, amended, or modified only by the mutual agreement of the parties, which mutual agreement shall be binding if and only if reduced to writing and signed by both parties.

4. Except as set forth above in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. In the event of any conflict between the Agreement (including any prior amendments thereto) and this Amendment, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment with an Execution Date as specified below.

<b>ELLUCIAN COMPANY LLC</b>		<b>UNIVERSITY OF LOUISIANA AT LAFAYETTE</b>	
<b>By:</b>	Signed by:  811E5545D01C4BF... <i>Authorized Signature</i>	<b>By:</b>	Signed by:  37B172E09DA041F... <i>Authorized Signature</i>
<b>Name:</b>	Lydia Turberville <i>Printed</i>	<b>Name:</b>	Edwin H. Lito1ff <i>Printed</i>
<b>Title:</b>	Sr. Manager, Accounting Revenue Ops	<b>Title:</b>	vice President
<b>Date:</b>	3/13/2026	<b>Date:</b>	3/13/2026

The last date of signature above is the "Execution Date" of this Amendment.



**Office of State Procurement  
PROACT Contract Certification of Approval**

**This certificate serves as confirmation that the Office of State Procurement has reviewed and approved the contract referenced below.**

**Reference Number:** C002127

**Vendor:** Ellucian Company LP

**Description:** Ellucian /Provide consulting services of ERP & other software component

**Approved By:** Jeff Folse

**Approval Date:** 5/09/2023

The above referenced number has been assigned by this office and will be used as identification for the approved contract. Please use this number when referring to the contract in any future correspondence or amendment(s).

The Internal Revenue Service (IRS) may find that this contract creates an employment relationship between your agency and the contractor. You should be advised that your agency is responsible for all taxes and penalties if such a finding is forthcoming. It is incumbent upon your agency to determine if an employee/employer relationship exists. Your agency must make the appropriate withholdings in accordance with law and IRS regulations, if applicable.

### **CONSULTING SERVICES AGREEMENT**

This Consulting Services Agreement (“Agreement” or “Contract”) is made by and between University of Louisiana at Lafayette (“UL Lafayette” or “Client”) and Ellucian Company L.P. (“Ellucian” or “Contractor”). The Agreement sets forth the terms and conditions whereby Contractor agrees to provide to UL Lafayette and UL Lafayette agrees to acquire from Contractor professional services, training with related documentation, and materials. The Term of this Agreement is thirty-six (36) months as specified below. The total maximum value of this Agreement is **\$1,269,038** based upon the information available to Contractor and UL Lafayette as of the Execution Date; this estimate does not preclude the parties from executing one or more subsequent written agreements adding to or modifying the terms hereof and thereby increasing the stated estimate. No payments will be made in excess of the total maximum value of this Agreement absent a subsequent amendment to this Agreement. Ellucian will work with Client in good faith throughout the duration of the project described in this Agreement to track the ongoing services fees associated with the project. Unless approved in writing by Client, Client shall not be required to pay Ellucian for any service fee amounts over the maximum services fee. In the event that Client does not approve additional services fee amounts as and when requested by Ellucian, Ellucian shall suspend the provision of services unless and until additional services fee amounts are mutually agreed upon and reflected in a signed writing. Ellucian shall have no liability or responsibility to the extent that the project is delayed, incomplete, suspended or terminated due to Client’s failure or delay to provide the approvals described above. For the avoidance of doubt, this is not a “not to exceed” arrangement and Ellucian is not committing to complete the project within the hour/cost estimates provided herein; rather, notwithstanding the inclusion of several fixed fee services within the overall scope of the project, (which are specifically identified herein as being fixed fee), overall, this shall remain a time and materials engagement in which Client shall pay Ellucian a designated hourly fee for each person-hour of services actually rendered by Ellucian resources, which actual hours may vary from the estimate provided herein.

#### **GENERAL SCOPE:**

This Agreement provides services through a single Contractor. The Contractor will provide the following services (collectively, “Consulting Services”) associated with the implementation and support of certain Enterprise Resource Planning (“ERP”) and other software component systems that the UL Lafayette has licensed from Contractor. The Consulting Services include:

1. Implementation services;
2. Training services; and
3. Software Development Support Services.

The specific activities for the Consulting Services are described within this Agreement and its Attachments.

#### **SUMMARY OF ATTACHMENTS:**

##### **Attachment I: Implementation and Training Services; Software Development Support Services**

Contractor will provide implementation and training services (as identified in Table 1 to Attachment I) for certain administrative software component systems that the UL Lafayette has licensed from Contractor; Contractor will also provide UL Lafayette with Software Development Support Services (as identified in Table 2 to Attachment I) during the Support Term specified therein. There are separate agreement(s) between UL Lafayette and Contractor for such administrative software components systems (the software) as well as for hosting services and software maintenance support services relating to same.

Contractor will perform Consulting Services according to the terms of the Agreement, Section 1.0 of this Agreement and the Statement of Work specified in Attachment II.

Maximum Compensation: **\$1,269,038.**

**Attachment II: Implementation and Training Services Statement of Work**

Describes the specific tasks and deliverables that are associated with the services listed in Table 1 of Attachment I to be provided by Contractor.

**Attachment III: Software Development Support Services**

Identifies additional terms, conditions, and obligations related to the Software Development Support Services listed in Table 2 of Attachment I to be provided by Contractor.

**ARTICLE I – DEFINITIONS, GRANTS**

**1.1 Definitions.**

The term **“Agreement”** or **“Contract”** shall both mean the same thing and refer to all of the contents of the agreement and all associated schedules and attachments.

The term the **“UL Lafayette”** shall mean any business unit, division, department, or agency of UL Lafayette.

The term **“Intellectual Property”** and **“IP”** shall mean the same thing and shall mean all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks, service marks and Confidential Information.

The term **“UL Lafayette Confidential Information”** shall mean all financial, statistical, personal, technical and other data and information relating to the UL Lafayette’s operations and any other information or materials that have not been made available to the general public.

The term **“Contractor Confidential Information”** shall mean all research and development information related to Consulting Services; Licensed Software (as such term is defined in the parties’ pre-existing Software License and Maintenance Agreement) or Licensed Material (as such term is defined in the separate Software License and Maintenance Agreement); the Licensed Software; the Licensed Material; Intellectual Property; software; computer code or instructions (including source and object code listings, program logic, algorithms, subroutines, modules, compilations, sequencing, “look and feel” or other subparts of computer programs and related documentation, including program notation); ideas, concepts, know-how, methods, techniques, structure, drawings; and trade secrets and any other information or materials that have not been made available to the general public.

The term **“Customization”** means any Contractor-developed changes to and/or creations of Source Code and/or Object Code in compliance with a Customization Specification therefor, but without any other modification whatsoever.

The term **“Customization Specification”** means that detailed specification submitted on a separately executed services agreement between Contractor and UL Lafayette approved by the State, as applicable and Contractor will agree upon in writing for each instance for a Customization, and from which Customization Specification Contractor will generate the Source Code and Object Code for such Customization.

The term **“Workaround”** means an avoidance procedure acceptable to UL Lafayette that will enable the continued use of the Licensed Software in question without a material adverse impact on the UL Lafayette’s day-to-day business operations.

## ARTICLE II – INTENTIONALLY DELETED

## ARTICLE III – SERVICES DELIVERY

- 3.1 Staff Insurance.** Contractor shall procure and maintain for the duration of the Agreement, insurance to protect against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-:VI. This rating requirement shall be waived for Worker's Compensation coverage only.

**Contractor's Insurance:** Contractor shall not commence work under this Agreement until it has obtained all insurance required herein. Certificates of Insurance shall be filed with the University of Louisiana at Lafayette. Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained. If so requested, Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Contractor shall use its best efforts to provide the State of Louisiana with thirty (30) days written notice to the State of Louisiana in the event its policies are canceled or changed.

**Compensation Insurance:** Before any work is commenced, Contractor shall maintain during the term of this Agreement, Workers' Compensation Insurance for all of Contractor's employees employed at the site of the project. In case any work is sublet, Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by Contractor. In case any class of employees engaged in work under this Agreement at the site of the project is not protected under the Workers' Compensation Statute, Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

**Commercial General Liability Insurance:** Contractor shall maintain during the term of an Agreement such Commercial General Liability Insurance which shall protect it, the UL Lafayette, and any subcontractor during the performance of work covered by the Agreement from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Agreement, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the UL Lafayette. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with minimum limits of \$1,000,000 per occurrence, and \$2,000,000 general aggregate. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

**Insurance Covering Special Hazards:** Special hazards as determined by the UL Lafayette shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the Agreement included therewith.

**Licensed and Non-Licensed Motor Vehicles:** Contractor shall maintain during the term of this Agreement, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any licensed (including owned, leased, rented, and borrowed vehicles) or non-licensed motor vehicles (commonly referred to as "any auto" coverage) engaged in operations within the terms of the Agreement on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: Contractor shall require that any and all subcontractors, which are not protected under Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of Contractor.

**3.2 Licenses and Permits.** Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to complete the Consulting Services set forth in this Agreement.

**3.3 Security.** Contractor's personnel shall always comply with all security regulations in effect at the UL Lafayette's premises, and externally for materials belonging to the UL Lafayette or to the project. Contractor is responsible for reporting any known breach of security to the UL Lafayette promptly. The UL Lafayette security standards and guidelines are provided on the UL Lafayette website. Contractor will be notified of all revisions and updates to UL Lafayette security standards and guidelines as part of the standard communications to UL Lafayette personnel during the term of this Agreement.

**3.4 Contractor Resources.** Contractor agrees to provide Agreement related resources and individuals to be assigned by the Contractor, which resources are listed in one or more Attachments to this Agreement, but which at a minimum shall perform the following project management functions:

A. Provide Project Management - Contractor will provide project management using established management practices for all tasks and activities necessary to complete Contractor's obligations under the Statement of Work.

B. Provide Project Work Plan - Contractor shall develop and maintain a Project Work Plan which breaks down the work to be performed into phases, activities and tasks as appropriate. The work plan will identify: activities/tasks to be performed, project personnel requirements (both UL Lafayette and Contractor), estimated workdays/personnel hours to complete, expected start and completion dates, and Services Deliverables (if any). Scheduled completion dates for each Services Deliverable shall specifically be included. Written concurrence of both parties will be required to amend the Work Plan. The Project Work Plan shall be approved by UL Lafayette before project payments are made.

C. Provide Project Progress Reports - Contractor shall submit monthly progress reports signed by the Contractor's Project Manager to UL Lafayette, no later than 10 days after the close of each calendar month. Each progress report shall describe the status of the Contractor's performance since the preceding report, including the Services Deliverables, descriptions of problems encountered with a plan for resolving them, the work to be accomplished by Contractor and by UL Lafayette in the coming reporting period, and identifying issues requiring management attention, particularly those which may affect the scope of services, the project budget, or the Services Deliverables to be provided by the Contractor. Each report shall identify activities by reference to the Project Work plan.

D. Provide Time Sheets - Accompanying each Progress Report, the Contractor shall submit time sheets to UL Lafayette Project Director indicating effort expended and work performed by each member of its staff, participating in services engagements under this Contract. Time sheets shall, at a minimum, identify the name of the individual performing the work and the number of hours worked during the period by Work Plan task.

E. Provide Issue Control. Contractor will develop and implement with UL Lafayette approval procedures and forms to monitor the identification and resolution of key project issues and problems.

**3.5 Personnel Changes.** Contractor's Project Managers, Full Time Designees resources, Full Time onsite Technical Management personnel assigned to provide Consulting Services under this Agreement may not be replaced without the written consent of the UL Lafayette. Such consent shall not be unreasonably withheld or delayed provided a qualified and similarly skilled and experienced replacement is offered. In the event that any Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to a project outside of this Agreement, which factors are outside of Contractor's reasonable control, the Contractor shall be responsible for providing a qualified and similarly skilled and experienced replacement in time to avoid

delays to the work plan.

- 3.6 UL Lafayette Project Director.** UL Lafayette shall appoint a Project Director for this Agreement. The UL Lafayette Project Director shall provide oversight of the activities conducted hereunder. The assigned UL Lafayette Project Director shall be the principal point of contact on behalf of the UL Lafayette and shall be the principal point of contact for Contractor concerning Contractor's performance under this Agreement.
- 3.7 Contractor Standards and Guidelines.** Where applicable, Contractor shall supply UL Lafayette its proposed standards and guidelines related to systems development, installation, and software distribution. The Contractor standards and guidelines will be provided to UL Lafayette before the start of the delivery of services under this Agreement.
- 3.8 UL Lafayette Standards and Guidelines.** Contractor shall comply with UL Lafayette standards and guidelines related to systems, security, networking, and usage of UL Lafayette resources described in the UL Lafayette Standards and Guidelines, except that Contractor is not required to change Licensed Software and Intellectual Property (IP) to support the standards.
- 3.9 Electronically Formatted Information.** Where applicable, UL Lafayette shall be provided all documents in electronic format. Electronic media prepared by the Contractor for use by the UL Lafayette shall be compatible with the UL Lafayette's comparable desktop application (e.g., Microsoft Word, Microsoft Excel, Adobe documents). Conversion of files, if necessary to comply with this compatibility requirement, shall be Contractor's responsibility. Conversely, as required, Contractor shall accept and be able to process electronic documents and files created by the UL Lafayette's current desktop applications.
- 3.10 Contractor Network Connectivity.** Any Contractor workstations or devices to be connected to the UL Lafayette's network shall comply with UL Lafayette network and security standards. Contractor shall provide the hardware components, operating system, and software licenses necessary to function as part of the UL Lafayette network. All hardware and software shall be reviewed before it is used on the Local Area Network and may be made operable on the Local Area Network with written approval of the UL Lafayette. UL Lafayette's network and security standards are provided on the UL Lafayette website. Contractor will be notified of all revisions and updates to UL Lafayette standards and guidelines related to network and security standards as part of the standard communications to UL Lafayette personnel during this Agreement.
- 3.11 [RESERVED]**
- 3.12 Term of Contract:** This Contract shall begin on May 1, 2023 and shall terminate on April 30, 2026.

The University shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence with the Contractor, the University may also exercise an option to extend for up to twenty-four (24) additional months at mutually agreed upon rates and approved by OSP, and the same terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of the contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

#### ARTICLE IV – ACCEPTANCE

- 4.1 Acceptance of Services Deliverables.** Services Deliverables shall be submitted, reviewed, and accepted according to the following procedure.

- 4.2. General.** The services provided under this Agreement shall be accepted if it has been performed in accordance with the applicable specifications for Contractor's work in the Statement of Work and/or as subsequently modified in UL Lafayette-approved design documents developed within a Project and approved by both parties.
- 4.3 Submittal and Initial Review.** Upon written notification by Contractor that a Services Deliverable is completed and available for review and acceptance, the UL Lafayette Project Director shall use best efforts to review the Services Deliverable within five (5) business days after the Services Deliverable is presented to the UL Lafayette Project Director, but in no event later than ten (10) business days after the Services Deliverable is presented to the UL Lafayette Project Director. Within the applicable period, the UL Lafayette Project Director shall direct the appropriate review process, coordinate any review outside the Project team, and present results to any user committees and/or Steering Committee for approval, as needed. The initial review process shall be comprehensive with a view toward identifying all items which shall be modified or added to enable a Services Deliverable to meet the specifications identified for such Services Deliverable in the Project Work Plan (in each instance, a failure of the Services Deliverable to meet such specification being a "Defect"), and accordingly, to be approved. A failure to deliver all or any essential part of a Services Deliverable shall be cause for non-acceptance.
- 4.4 Notification of Acceptance or Rejection.** If no notification is delivered to Contractor within the applicable period, the Services Deliverable will be considered Accepted. If UL Lafayette disapproves a Services Deliverable, UL Lafayette will notify Contractor in writing of such disapproval, and will specify those items which, if modified or added, will cause the Services Deliverable to meet the specifications identified for such Services Deliverable in the Project Work Plan, and accordingly, to be approved.
- 4.5 Resubmitting Corrected Services Deliverables.** With respect to such Services Deliverables, Contractor will resubmit the Services Deliverable with requested modifications and the UL Lafayette Project Director will review such modifications within five (5) business days. If no notification is delivered to Contractor within those five (5) business days, the Services Deliverable is considered Accepted. If UL Lafayette disapproves that Services Deliverable, UL Lafayette will notify Contractor in writing of any additional Defects which result from such modifications and Contractor will resubmit the Services Deliverable with the requested modifications. The parties agree to repeat this process as required until all such identified Defects are corrected or a determination of breach or default is made.

## ARTICLE V – PAYMENT

- 5.1 Services Payments.** In consideration of the Consulting Services required by this Agreement, UL Lafayette will pay Contractor for Time and Materials Services (as identified in Table 1 to Attachment I) on an hourly basis and will pay for Software Development Services (as identified in Table 2 to Attachment I) on an annual basis in arrears. As to services identified in Table I of Attachment I as Time and Materials Services, Contractor will invoice UL Lafayette monthly as Time and Materials Services associated with a project deliverable are completed per the project plan. Invoices for Time and Materials Services will include preparation time and follow-up time. Payments for Time and Materials Services will be made monthly and are predicated upon satisfactory completion of services for the prior month as reasonably determined by UL Lafayette. Invoices for Time and Materials Services shall be submitted on a monthly basis and shall be accompanied by a time sheet indicating the effort expended and the work performed by each of the Contractor's staff. Time sheets shall identify the names of the individuals performing the work, the number of hours worked, and the associated rate per hour.

Contractor will invoice UL Lafayette for Software Development Services in arrears, sixty (60) days prior to the end of the Support Term identified within Table 2 of Attachment I. UL Lafayette shall make every reasonable effort to make payments within thirty (30) days after UL Lafayette approval of the invoice as provided for herein (predicated upon satisfactory completion of the services as reasonably determined by UL Lafayette).

**5.2 Prohibition Against Advance Payments for Services.** No compensation or payment of any nature shall be made in advance of actual performance by Contractor of those services identified in Table 1 of Attachment I as Time and Materials Services and/or fixed fee services or in advance of the furnishing of supplies (if applicable). Notwithstanding the preceding sentence, fees for Software Development Support Services (as identified in Table 2 of Attachment I) shall be invoiced in accordance with the provisions of Section 5.1 above prior to the expiration of the referenced Support Term.

**5.3 Taxes.** UL Lafayette is exempt from all State and local sales and use taxes. Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be said Contractor's obligation and identified under Federal tax identification number 45-3767548 and State LDR Account # 6432983001.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. Contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the Contractor's tax payment compliance status may be verified. Contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should Contractor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

## ARTICLE VI - PROPRIETARY RIGHTS

**6.1 Ownership of Services Deliverables and Other Items.** All of UL Lafayette's data files, documentation, records, worksheets, or any other materials related to this Agreement shall remain the property of UL Lafayette. All such data files, documentation, records, worksheets, or materials shall be delivered to UL Lafayette within thirty (30) days of the completion or termination of this Agreement. Contractor will own all right, title and interest in and to all Services Deliverables (including all derivative works thereto), any other work product created by Contractor, and all Licensed Software (including all derivative works thereto). With respect to any Serviced Deliverables and other work product created by Contractor, Contractor will be deemed to have granted UL Lafayette a royalty-free, perpetual (unless otherwise terminated as provided for herein or in a separately executed software licensing agreement between Contractor and UL Lafayette), non-exclusive, non-transferable license to use such Services Deliverables and other work product, solely for UL Lafayette's internal, non-commercial purposes

**6.2 Exceptions to Confidentiality.** Nothing contained herein shall in any way restrict or impair the UL Lafayette's rights to use, disclose, or otherwise deal with any portion of Licensed Software, Licensed Material, IP or Software derived from:

- IP which is or becomes generally available to the public through no wrongful act of the UL Lafayette;
- IP which was in the UL Lafayette's possession prior to the time it was acquired from Contractor and which was not directly or indirectly acquired from Contractor;
- IP which is independently made available as a matter of right to the UL Lafayette by a third party, provided that the third party did not breach any obligation to Contractor in making the IP available;
- IP which is independently developed for the UL Lafayette by persons not having exposure to those portions of Licensed Software or Licensed Material excepted above;
- IP which is required (in the opinion of the UL Lafayette's legal counsel), to be disclosed by court order or operation of law (provided that Contractor is given notice of any court proceeding and an opportunity

to contest disclosure).

**6.3 Copyright Notices.** The UL Lafayette agrees not to remove any copyright notices and other proprietary legends appearing on Licensed Software, Licensed Material and Intellectual Property.

**6.4 Contractor's Confidentiality, Nondisclosure Obligations.** In the event that the UL Lafayette discloses to Contractor any information about the UL Lafayette's business which is either Confidential as defined herein or is marked or designated as confidential or proprietary, Contractor shall keep the same confidential and not disclose it to any third party without the UL Lafayette's prior written consent. Contractor shall treat such information in the same manner as it treats its own confidential information of the same type. Contractor shall return to the UL Lafayette or destroy all such confidential information and certify in writing within thirty (30) days as to its return or destruction, upon the earliest to occur among the following:

- UL Lafayette's written request at any time;
- Termination of this Agreement, a subsequent Consulting Services Agreement or any licenses under this Agreement related to such information;
- Conclusion of Contractor's need for such information.

Additionally, under no circumstances is the Contractor to discuss and/or release information to the media concerning the selection process, the award process, the contracting process, the Agreement or the resulting project without prior express written approval of the Commissioner of Administration.

**6.5 Contractor's Exceptions to Confidentiality.** Nothing contained herein shall in any way restrict or impair Contractor's rights to use, disclose, or otherwise deal with any portion of:

- UL Lafayette's confidential information which is or becomes generally available to the public through no wrongful act of Contractor;
- UL Lafayette's confidential information which was in Contractor's possession prior to the time it was acquired from UL Lafayette and which was not directly or indirectly acquired from UL Lafayette;
- UL Lafayette's confidential information which is independently made available as a matter of right to Contractor by a third party, provided that the third party did not breach any obligation to Contractor in making the IP available;
- UL Lafayette's confidential information which is required (in the opinion of Contractor's legal counsel) to be disclosed by court order or operation of law, provided that UL Lafayette is given notice of any court proceeding and an opportunity to contest disclosure;
- UL Lafayette's confidential information which independently developed for Contractor by persons not having exposure to those portions of the UL Lafayette's confidential information.

## **ARTICLE VII – [INTENTIONALLY DELETED]**

## **ARTICLE VIII – INDEMNIFICATION, LIMITATION OF LIABILITY AND WARRANTIES**

**8.1 Indemnification and Limitation of Liability.** Contractor shall be fully liable for the action of its agents, employees, partners or subcontractors for, and shall fully indemnify and hold harmless UL Lafayette and its affiliates from suits, actions, damages and costs asserted by a third party of every name and description relating to bodily injury and damage to real or personal tangible property to the extent caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of UL Lafayette.

Contractor will indemnify, defend and hold UL Lafayette harmless, without limitation, from and against any and all damages, expenses (including reasonable attorney's fees), claims, judgments, liabilities and costs

which may be finally assessed against UL Lafayette in any action for infringement of a United States Letter Patent with respect to the Services Deliverables furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that UL Lafayette shall give Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit; (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense; and (iii) reasonable assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, UL Lafayette may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as UL Lafayette shall require.

Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) UL Lafayette's unauthorized modification or alteration of a Services Deliverable; (ii) UL Lafayette's use of the Services Deliverable in combination with other products not furnished by Contractor; or (iii) UL Lafayette's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the UL Lafayette's exclusive remedy to take action in the following order of precedence: (i) to procure for UL Lafayette the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to UL Lafayette up to the dollar amount of the Consulting Services Agreement under which the Services Deliverable was delivered.

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

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

## **8.2 Services Deliverables Warranties**

- A. **Period of Coverage.** The warranty period for each Contractor-provided deliverable (each a "Services Deliverable") under this Contract will begin on the date of Acceptance of each Services Deliverable, and will terminate ninety (90) days thereafter. For purposes of this Contract, "Acceptance" means, for each Services Deliverable, completion of the process outlined in Article IV above.
- B. **Free from Defects; Remedy for Breach.** Contractor warrants, during the ninety (90) day warranty period described in Section 8.2.A above, that a Services Deliverable hereunder shall be free from Defects (as such term is defined in Section 4.3 above) and will continue to operate in all material respects without Defects, and Contractor will, without additional charge to UL Lafayette, correct or provide a workaround (such work around will enable UL Lafayette to continue to use the Services Deliverable at issue without a material adverse impact on UL Lafayette's ability to conduct its day-to-day business and data processing operations) for any such Defect. Upon Contractor's failure to so correct or provide UL Lafayette with a work around for

a Defect in any instance, then, subject to the limitations set forth in Section 8.1 of this Contract, UL Lafayette may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and Contractor's sole obligations for breach of this limited warranty are contained in this Section 8.2.B. The limited warranty in this Section 8.2.B is made in lieu of all other warranties or conditions.

- C. **Software Standards Compliance.** Contractor warrants, pursuant to and as limited by Section 8.2.B above, that all software and other products delivered pursuant to any services to develop software provided hereunder will comply with UL Lafayette's standards and/or guidelines for resource names, programming languages, and documentation as communicated to Contractor by UL Lafayette.
- D. **Software Performance.** Specific operating performance characteristics of the software developed pursuant to the Consulting Services provided hereunder are warranted by the Contractor as stated in Section 8.2.B above.
- E. **Original Development.** Contractor warrants that all materials developed pursuant to the Consulting Services provided hereunder will be of development by Contractor, and will be specifically developed for the fulfillment of this Contract.
- F. **No Surreptitious Code Warranty.** Contractor warrants that the Services Deliverables provided hereunder will be free from any Contractor-introduced "Self-Help Code." "Self-Help Code" means any back door, time bomb, or drop dead device or other routine designed to disable a computer program with the passage of time or under the positive control of a person or party other than UL Lafayette. Excluded from this prohibition are identified and UL Lafayette-authorized features designed for purposes of maintenance or technical support. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. "Unauthorized Code" does not include "Self-Help Code."

Contractor agrees that in the event of any dispute with UL Lafayette regarding an alleged breach of this Agreement, Contractor shall not use any type of electronic means to prevent or interfere with UL Lafayette's use of the Services Deliverables without first obtaining a valid court order authorizing same. UL Lafayette shall be given proper notice and an opportunity to be heard in connection with any request for such court order.

- G. **Professional and Workmanlike Standards of Performance.** Contractor warrants that all Consulting Services will be rendered in a professional and workmanlike manner in accordance with any Consulting Services descriptions contained in this Agreement, using personnel having the requisite knowledge, skill and experience to perform such Consulting Services (the "Service Standards"). Contractor will promptly replace any Contractor personnel that are rendering Consulting Services on-site at UL Lafayette's premises if UL Lafayette reasonably determines that such personnel do not so exhibit the requisite skills and provides Contractor with written notice to that effect, provided that such replacement does not violate any law or governmental regulation applicable to such personnel replacement. To the extent Contractor fails to provide any Consulting Services in accordance with these Service Standards and is notified promptly by UL Lafayette in writing of such failing, Contractor shall re-perform the Consulting Services at issue at no additional cost to UL Lafayette.
- H. **Right to Grant Licenses and Provide Services.** Contractor warrants that it has all necessary and applicable rights, licenses and approvals required for Contractor to: (i) grant UL Lafayette the license to use any Services Deliverables and other work product hereunder (in accordance with the terms of Section 6.1 above), and (ii) provide UL Lafayette with the Consulting Services specified hereunder.

- I. Certain Disclaimers. CONTRACTOR MAKES NO OTHER WARRANTIES OTHER THAN SET FORTH ABOVE, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES DELIVERABLES AND/OR ANY OTHER MATTER RELATING TO THIS CONTRACT, AND, WITHOUT LIMITING OR REDUCING ANY OF THE WARRANTIES EXPRESSLY MADE BY CONTRACTOR IN THIS SECTION 8.2, CONTRACTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, CONTRACTOR EXPRESSLY DOES NOT WARRANT THAT ANY SERVICES DELIVERABLE WILL BE USABLE BY UL LAFAYETTE IF THE DELIVERABLE HAS BEEN MODIFIED BY ANYONE OTHER THAN CONTRACTOR, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE HARDWARE CONFIGURATION FOR WHICH CONTRACTOR CREATED THE SERVICES DELIVERABLE IN QUESTION.
- J. Software Warranties. Warranties applicable to the software (also referred to as "Component Systems") licensed to UL Lafayette by Contractor are as stated in the applicable software licensing agreement(s) between Contractor and UL Lafayette.

**8.3 Business Practices and Ethics Code.** Contractor warrants that it has given no commissions, payments, gifts, kickbacks, lavish or extensive entertainment, or other things of value to any employee or agent of UL Lafayette in connection with this Agreement and acknowledges that the giving of any such payments, gifts, entertainment, or other things of value is strictly in violation of the State's Code of Ethics as contained in the following documents or legislation:

**LSA R.S. 42:1101 et seq.**

A breach of the Code of Ethics may result in the cancellation of this and all future Contracts. Contractor shall notify the State's Ethics Board of any solicitation by any of UL Lafayette's employees or agents for such a thing.

**8.4 Employees, Agents and Subcontractors Contracts.** Contractor warrants that it shall be responsible for the conduct of its employees, agents, and subcontractors and shall obtain from its employees, agents, and subcontractors any contracts which are needed to enforce its obligations under this Agreement.

## **ARTICLE IX – GENERAL PROVISIONS**

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

**9.2 Agreement Termination for Convenience.** With respect to the Consulting Services provided under this Agreement UL Lafayette may terminate the Consulting Services at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date thereof. Contractor shall be entitled to payment for Consulting Services satisfactorily rendered through the effective date of such termination for convenience.

**9.3 Agreement Termination for Funds Availability.** The continuation of this Agreement is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total

appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Such termination shall be without penalty or expense to UL Lafayette except for payments for Consulting Services which have been rendered prior to the termination.

**9.4 Remedies for Default.** Any claim or controversy arising out of the Agreement shall be resolved by the provisions of LSA - R.S. 39:1672.2 – 1672.4.

**9.4.A. Other Remedies.** If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the University based upon Contractor's performance of the terms of this Contract, then, upon notice to the Contractor and the expiration of any applicable cure period as specified in the Contract or under applicable law, the University may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

**9.5 Assignment.** Contractor shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the Commissioner of the Division of Administration. This provision shall not be construed to prohibit Contractor from assigning to its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to UL Lafayette.

**9.6 Binding Agreement.** This Agreement shall be binding upon the parties hereto and shall inure to the benefit of the parties hereto.

**9.7 Outsourcing.** UL Lafayette shall have the right temporarily or permanently to sublicense, sublease, assign, or otherwise transfer to one or more Authorized Third Parties (as such term is defined in the separate Software License and Maintenance Agreement currently in existence) any or all of the license rights granted to UL Lafayette hereunder, provided, however that any such sublicense, sublease, assignment, or other transfer shall be for the use by such Authorized Third Party only to perform information processing services for UL Lafayette.

**9.8 Right to Audit.** Contractor grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, UL Lafayette, and any other duly authorized agencies of UL Lafayette where appropriate the right to inspect and review all books and records pertaining to services rendered under this Contract. Contractor shall comply with federal and/or State laws authorizing an audit of Contractor's operation as a whole, or of specific program activities.

**9.9 Record Retention.** Contractor agrees to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least five years as per LRS 39: 1629.1 after final payment, or as required by applicable Federal law, if Federal funds are used to fund this contract.

**9.10 Amendments in Writing.** Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed Contractor and UL Lafayette. No amendment shall be valid until it has been executed by Contractor, UL Lafayette and approved by the Director of the Office of State Procurement. Any material changes to the statement of work, term, or cost shall require a formal contract amendment executed by Contractor, UL Lafayette and approved by the Director of the Office of State Procurement.

**9.11 Fund Use.** Contractor agrees not to use funds received for services rendered under 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.

- 9.12 Non-Discrimination.** With regard to Contractor’s employment of personnel, Contractor agrees 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 Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran’s Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended.

Contractor agrees not to discriminate in its employment practices and shall render services under this Agreement without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability, or age of persons. Any act of discrimination committed by Contractor, or failure to comply with these obligations when applicable shall be grounds for termination of this Contract.

**9.12.A Equal Opportunity and Affirmative Action.** The University is required to comply with the Office of Federal Contract Compliance Programs and must include an equal opportunity clause in all contracts and solicitations or advertisements for employment placed on behalf of the University. Therefore, Contractor shall abide by the requirements of 41 CFR 60-1.4, 41 CFR 60-300.5(a), and 41 CFR 60-741.5(a) to the extent the same apply to Contractor in its performance under this Contract.

- 9.13 Anti-Kickback Clause.** Contractor agrees to adhere to the mandate dictated by the Copeland “Anti-Kickback” Act which provides that each Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

- 9.14 Entire Agreement; Partial Invalidity.** The making, execution, and delivery of this Agreement by Contractor and the UL Lafayette have been induced by no representations, statements, warranties or agreements other than those herein expressed. This Agreement embodies the entire understanding of the parties hereto on the subject matter hereof and supersedes any previous agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portion or portions shall not be affected thereby.

- 9.15 Changes in Writing, Notices.** This Agreement, including Attachments, may be amended or modified only by an instrument of equal formality signed by duly authorized representatives of the respective parties. All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed given if delivered personally; sent by registered or certified mail, return receipt requested; transmitted by facsimile confirmed by first class mail; or sent by overnight courier to the following addresses (or to such other place as a party may subsequently designate for its receipt of notices pursuant to this Agreement):

UL Lafayette:

University of Louisiana at Lafayette  
Attn: Purchasing  
Martin Hall, Room 123  
104 University Circle  
Lafayette, LA 70503

With a copy to:

University of Louisiana at Lafayette  
Attn: Chief Information Officer

Stephens Hall, Room 119  
201 East St. Mary Blvd.  
Lafayette, LA 70503

Contractor:

Ellucian Company L.P.  
Legal Department  
4 Country View Road  
Malvern, PA 19355  
FAX number (610) 578-7457

- 9.16 Waiver of Breach.** The waiver of a breach of this Agreement or the failure of a party to exercise any right under this Agreement shall in no event constitute a waiver as to any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under this Agreement.
- 9.17 Use of the UL Lafayette Trademark/Name.** Contractor shall not make any oral or written statement or perform any act indicating that UL Lafayette endorses or approves or has endorsed or approved Contractor and/or License Software and/or Licensed Material. Contractor shall not associate or in any way connect any name or trademark of UL Lafayette with Contractor and/or the Licensed Software or Licensed Material without UL Lafayette's prior written approval.
- 9.18 Approval.** This contract is not effective until approved by the Director of the Office of State Procurement in accordance with La. R.S. 39:1595-39:1595.1. It is the responsibility of the Contractor to advise the University in advance if contract funds or contract terms may be insufficient to complete contract objectives.
- 9.19 FERPA.** To the extent that Ellucian will have access to, store or receive student education records, Ellucian agrees to abide by the limitations on use and re-disclosure of such records set forth in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and 34 CFR Part 99, as applicable. Ellucian agrees to hold student record information in strict confidence and shall not use or disclose such information except as authorized in writing by the Client or as required by law. Ellucian agrees not to use the information for any purpose other than the purpose for which the disclosure was made. Upon termination of the Agreement, Ellucian shall return all student education record information as provided in the Agreement without keeping a copy for itself.
- 9.20 Prohibition of Discriminatory Boycotts of Israel.** In accordance with R.S. 39:1602.1, for any contract for \$100,000 or more and for any Contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel and that the Contractor and any subcontractors shall, for the duration of this contract, refrain from a boycott of Israel. The University reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this Contract.
- 9.21 Cybersecurity Training.** In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to University or State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request.
- 9.22 No Other Relationship/Obligations.** Neither party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other party, except as expressly provided herein. This Agreement is not intended to be nor shall it be construed as a joint venture, association, partnership, or other form of a business organization or agency relationship.
- 9.23 GOVERNING LAW, FORUM.** THIS AGREEMENT SHALL BE CONSTRUED AND THE LEGAL RELATIONS BETWEEN THE PARTIES DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF LOUISIANA, INCLUDING BUT



**ATTACHMENT I****IMPLEMENTATION AND TRAINING SERVICES; SOFTWARE DEVELOPMENT SUPPORT SERVICES**

These terms and conditions are referenced in and incorporated into the Agreement noted in this document. The maximum amount authorized to be paid under this Attachment I is **\$1,269,038**.

**1.0 SCOPE OF SERVICES**

Contractor hereby agrees to furnish ("Consulting Services") to UL Lafayette in connection with certain administrative software component systems that UL Lafayette has licensed from Contractor.

**1.1 DISTRIBUTION OF SERVICES**

Contractor will provide UL Lafayette with the following services installation; configuration; business process modeling; migration; testing; validation; technical and functional training; program management and quality assurance; Software Development Support Services; and other implementation services.

**TABLE 1 – INFORMATION SERVICES TABLE: <sup>1</sup>**

<b>Description <sup>2</sup></b>	<b>Service Amount</b>	<b>Service Rate <sup>3</sup></b>	<b>Fee <sup>4,5</sup></b>
<b>TIME AND MATERIALS SERVICES:</b>			
Banner Post Implementation (Remote)	1350 person hours	\$195 per person hour	\$263,250
Banner Post Implementation (Onsite)	480 person-hours	\$240 per person-hour	\$115,200
Banner Document Management Post Implementation (Remote)	120 person hours	\$195 per person hour	\$23,400
Ellucian CRM Post Implementation (Remote)	420 person hours	\$219 per person hour	\$91,980
Ellucian CRM Post Implementation (Onsite)	160 person-hours	\$264 per person-hour	\$42,240
Degree Works Post Implementation (Remote)	229 person hours	\$195 per person hour	\$44,655
Degree Works Post Implementation (Onsite)	76 person-hours	\$240 per person-hour	\$18,240
Degree Works Scribing (Remote)	350 person hours	\$125 per person hour	\$43,750
Insights Premium Implementation (Remote)	82 person hours	\$219 per person hour	\$17,958
Ethos Post Implementation (Remote)	420 person hours	\$195 per person hour	\$81,900
Project Management (Remote)	767 person hours	\$195 per person hour	\$149,565
Project Management (Onsite)	192 person hours	\$240 per person hour	\$46,080
<b>TOTAL INFORMATION SERVICES FEES:</b>			<b>\$938,218</b>

**Notes to Table 1:**

<sup>1</sup> The pricing contained in this Attachment I is valid only if the Execution Date of the Agreement to which this is attached occurs on or before April 28, 2023.

<sup>2</sup> For a description of the services to be provided, see the Statement of Work specified in Attachment II. All services listed in this Table 1 are "Time and Materials Services" (may also be referred to as "Hourly Services").

<sup>3</sup> These services will be delivered using a combination of "Onsite" services rates and "Remote" services rates. The "Onsite" services rate(s) set forth in Table 1 above includes travel and living expenses anticipated to be incurred by Contractor during the performance of these services (meaning that such expenses will not be separately reimbursable by UL Lafayette to Contractor). The "Remote" services rate(s) set forth in Table 1 above are with respect to services performed remotely and, therefore, do not require travel on the part of Contractor's resources. The hourly rates specified in Table 1 above will be held in place for services (Onsite and Remote) rendered on this implementation project for a period beginning on the Execution Date and ending April 30, 2028. The Remote services rate will apply in all instances except when the Contractor personnel are deemed to be providing "Onsite" services. In this regard, Contractor personnel will be deemed to be on "Onsite" status,

and accordingly, will be billed at the applicable Onsite services rate, in any instance in which the Contractor personnel in question are rendering services to UL Lafayette at a location other than the primary place of work for reporting purposes. The Contractor personnel rendering Onsite services will bill for preparation time and follow-up time at the Onsite services rate. Notwithstanding anything to the contrary otherwise contained in this Agreement, UL Lafayette will not additionally have to reimburse Contractor for travel and living expenses incurred by Contractor personnel when such personnel are providing services at the Onsite services rate.

- 4 UL Lafayette is advised that, without limitation, Contractor personnel rendering Time and Materials Services bill for preparation time, and follow-up time. Where a number of hours is specified in Table 1 with an associated hourly rate, the "Fee" is a good faith estimate based on the information available to Contractor at the time of execution of this Agreement; and is not a guarantee that the number of person-hours specified in the table above will be sufficient and necessary to complete the activities and deliverables described above. The total amount that UL Lafayette will pay for these Time and Materials Services (i.e., the "TOTAL TIME AND MATERIALS SERVICES FEE") will vary based on the actual number of hours of services required to complete the services but in no event shall such fee exceed the maximum amount of **\$938,218**, without a formal amendment to this Agreement.
- 5 During the Term of the Agreement, Client may submit a written request to Ellucian for a reallocation of hours for certain Time and Materials Services identified in Table 1 (a "Change Request"). Upon receipt of a Change Request from Client, Ellucian will determine if the Change Request consists of no more than a minor change which would not affect the maximum amount for Time and Materials Services due under this Agreement (because, for example, on balance the change does not result in a net increase in the agreed-upon work effort). Thereafter, Ellucian will provide Client with written notification of such reallocation of hours within ten (10) business days after receipt from Client of a Change Request. For the avoidance of doubt, if Client requests a change to the Time and Materials Services that would increase (or reduce) the maximum amount due under this Agreement, the parties will negotiate an amendment or modification to this Agreement.

**TABLE 2 – SOFTWARE DEVELOPMENT SUPPORT SERVICES TABLE:**

Description <sup>1</sup>	Service Rate	Fees for Support Term from May 1, 2023 through April 30, 2026
Active Directory Account Provisioning Integration for Banner Enterprise Identity Service (One (1) Year Term of Software Development Support)	Fixed Fee	\$12,382
Payment Works Integration with Banner (One (1) Year Term of Software Development Support)	Fixed Fee	\$3,308
Web Time Entry (One (1) Year Term of Software Development Support)	Fixed Fee	\$89,250
<b>TOTAL SOFTWARE DEVELOPMENT SUPPORT SERVICES FEE (Support Term Year 1):</b>		<b>\$104,939</b>
<b>TOTAL SOFTWARE DEVELOPMENT SUPPORT SERVICES FEE (Support Term Year 2):</b>		<b>\$110,186</b>
<b>TOTAL SOFTWARE DEVELOPMENT SUPPORT SERVICES FEE (Support Term Year 3):</b>		<b>\$115,695</b>

**Notes to Table 2:**

- <sup>1</sup> For the Total Software Development Support Services Fees identified above, Ellucian will, during the Support Term defined in Table 2, provide UL Lafayette with Software Development Support Services as further described in Attachment II. Ellucian retains all rights, including, without limitation, ownership to all software solutions developed and supported hereunder; UL Lafayette will have a license to use such solutions, as identified in Table 2 and other solutions as and when developed and delivered, under the terms and conditions of this Agreement. Although fees for the Software Development Support Services are paid annually and in arrears, cancellation or decommission of an individual solution by UL Lafayette during the Support Term will not reduce the fixed fee payable for the remainder of the Support Term unless specifically agreed to, in writing, by Ellucian at the time of the cancellation.

### 1.1 CONCISE DESCRIPTION OF SERVICES

Contractor will provide Consulting Services for certain administrative software component systems that the UL Lafayette has licensed from Contractor.

### 2.0 STATEMENT OF WORK: COMPLETE DESCRIPTION OF SERVICES / TASKS

Contractor will perform Consulting Services according to the terms of the Agreement and the Statement of Work specified in Attachment II.

### 3.0 TERM OF SERVICES

The Consulting Services identified in Table 1 shall be provided pursuant to this Agreement beginning on or about May 1, 2023 and shall end April 30, 2026. The Software Development Support Services identified in Table 2 shall be provided pursuant to this Agreement beginning on May 1, 2023 and ending on April 30, 2026.

### 4.0 PROJECT ASSUMPTIONS

- Contractor will provide support to the UL Lafayette implementation project teams in configuring the Baseline Licensed Software.
- The Baseline Licensed Software will be installed in a single instance at a single Contractor hosted location in the Continental United States.
- UL Lafayette and Contractor will use a single system during the implementation that can be accessed by the UL Lafayette team members. The single system will have multiple instances (i.e., SEED, development, test, training and production).
- UL Lafayette will work with Contractor to support the project pre-planning and business process activities to establish the plan, procedures, and understanding under which the parties will work.
- The UL Lafayette process teams will make timely policy decisions that govern the implementation of the Baseline Licensed Software. When the UL Lafayette work teams or project teams determine the need for change, these issues will be escalated in a timely manner to the UL Lafayette process team.
- The UL Lafayette current legacy systems will be “frozen” with no new modifications or upgrades performed with the exception of regulatory upgrades during the implementation of, and migration to, the Baseline Licensed Software.
- UL Lafayette will provide a project director to serve as the primary contact to work directly with the Contractor Project Manager(s). The UL Lafayette Project Manager will assist and coordinate most activities related to this engagement, such as meetings, interviews, and review of deliverables (if any), and also will direct the work efforts of the UL Lafayette personnel.
- UL Lafayette will establish teams of appropriate key staff to form the “expert teams” in the key areas of the implementation project. These expert teams are expected to participate in the business process activities and to be the decision makers to define their areas.
- The UL Lafayette expert teams are expected to participate in all training and consulting sessions, to review existing policies and procedures and begin developing new procedures as appropriate, and to review the information contained in the training documentation and the supplied training materials so that each member

of the implementation team understands the functionality of the module being presented. These teams must complete all validation, rule, and process development required for production system operations in their respective areas of specialization.

- UL Lafayette will provide access to key individuals or groups for information-gathering purposes and interviews in relation to the performance of Contractor's services.
- UL Lafayette will provide remote access to the UL Lafayette technical environment and administrative systems and information in relation to the performance of Contractor's services (including via Securelink, where required by Contractor); specifically, an operational and accessible version of the Banner Baseline Licensed Software and appropriate security access and accounts for Contractor staff and each session participant. The UL Lafayette's Project Manager will work directly with the Contractor personnel to facilitate and coordinate such access.
- UL Lafayette will provide Contractor personnel with access to procedure documents, published strategy and tactical documents, process requirement documents, and any other needed documents as reasonably required by Contractor in the course of providing services.
- UL Lafayette will cooperate with and assist Contractor as agreed to allow Contractor to provide the services specified in the Statement of Work (Attachment II).
- Training provided by Contractor will be provided at one (1) central location designated by UL Lafayette or remotely as agreed to by both parties. The number, size, and duration of the training sessions for a particular subject area shall be based upon Contractor's practices and policies and will be specified in the project plan or other relevant project document(s). Further, and solely with regard to training that is within the context and scope of the implementation services described in Table 1 of this Attachment I (and not, for example, the services described herein or any other training that is offered or provided by Contractor on a separately chargeable "per-seat," or "per-participant" basis), UL Lafayette may, at its sole cost and expense, create a video and/or audio recording of the training (the "Recording") solely for UL Lafayette's own internal use on its campus for the sole and exclusive purpose of delivering training content most efficiently to its employees during the Term of the Agreement; provided in all cases that: (i) UL Lafayette agrees and acknowledges that the Recording (including the Recording content, any related materials and the manner in which the Recording is conducted) is considered Contractor Confidential Information and will be protected by UL Lafayette in accordance with Article VI of this Agreement; (ii) UL Lafayette agrees and acknowledges that the Recording is the sole and exclusive property of Contractor, and constitutes copyrighted work of the Contractor, and is a Contractor trade secret; (iii) UL Lafayette agrees and acknowledges that it will, upon Contractor's request, add any proprietary rights legend to materials disclosing or embodying the Recording; and (iv) UL Lafayette agrees and acknowledges that it is not permitted to display or otherwise make the Recording available to any person or entity other than to UL Lafayette's own employees with a genuine need to know for the purposes of such employee's participation in the implementation project or otherwise for such employee's job duties and responsibilities, and such employees are notified of, and are bound by, the confidentiality and non-disclosure terms and conditions applicable to UL Lafayette as set forth herein.
- Contractor and UL Lafayette are jointly responsible for development of departmental or "end user" training plans. UL Lafayette is responsible for the delivery of training to these users.
- UL Lafayette will provide each participant in the Contractor training sessions with reference copies of the Contractor-provided training materials.
- UL Lafayette will provide appropriate training facilities, with such training facilities to include dedicated workstations for training participants, overhead projection capabilities for instructional purposes, dedicated printer capabilities, and other training requirements as may be defined and agreed between both parties.

Training and consulting will be provided at one central location to be determined by UL Lafayette and Contractor.

- Contractor will provide comprehensive knowledge transfer to the UL Lafayette Core Project Team of methods, processes, architecture, and all related information that UL Lafayette needs to adequately exercise its responsibilities for support of the solutions implemented under this Attachment.
- UL Lafayette will limit training and consulting to no more than 15-20 participants per class.
- Contractor and UL Lafayette will develop all UL Lafayette test plans and scenarios and complete the performance of these test plans within project guidelines and timing, including “production-ready” testing.
- UL Lafayette is responsible for development or acquisition, from a third party vendor, of all required paper forms, such as bills, statements, and letterhead.
- UL Lafayette, with support from Contractor, is responsible for all specification, identification, programming, and validation of information pertaining to the conversion or migration of historic or legacy data from its current systems. In addition, except as otherwise provided herein, UL Lafayette is responsible for all cleansing of data.
- Contractor is responsible for the actual conversion or migration of legacy data into the newly licensed Baseline Licensed Software.
- Contractor will not be responsible for the operation of or integration/interfacing to, any third party product other than third-party Licensed Software licensed to the UL Lafayette by Contractor. With respect to any such third-party Licensed Software licensed by Contractor to the UL Lafayette, any warranties in connection therewith will be provided under the terms of the definitive license agreement to be entered into between Contractor and UL Lafayette.
- The coding of interfaces beyond those identified in the Statement of Work will be the responsibility of the UL Lafayette technical staff following interface training conducted by Contractor. Should UL Lafayette require further interface development during the term of the Agreement, UL Lafayette may request additional services from Contractor to write specifications and perform the development effort, at an additional time-and-materials fee to be determined by Contractor’s then-current rates, or as otherwise negotiated and agreed upon between the parties.
- The UL Lafayette services will start on or about May 1, 2023 (see Section 3.0 above).
- The overall UL Lafayette project timeline is estimated to last no more than thirty-six (36) months. Except as set forth below, if time and materials-based services are scheduled beyond the period specified in Table 1 above for which the hourly rate is held, the hourly rate will have to be adjusted to reflect Contractor’s services price escalation.
- It is expected that both UL Lafayette and Contractor will exert diligent efforts to abide by the targeted activity or project plan timelines for tasks to be performed by each of the parties hereunder. If in the event UL Lafayette cannot meet its project obligations or otherwise fails to provide the needed cooperation or assistance required by Contractor and such failure, in either case, causes Contractor to be unable to meet its obligations under this proposal (as updated) and the project plan, Contractor and UL Lafayette will jointly develop a corrective action plan to either address the issues causing the delay or to mutually agree to revise the affected project plan timelines. Additional services required by Contractor will result in additional charges to UL Lafayette. NOTE: Completion of the deliverables as specified in the Statement of Work shall not result in additional charges to UL Lafayette unless their delivery is delayed as a result of UL Lafayette not meeting its obligations. If Contractor cannot meet its project obligations or otherwise fails to provide the needed

cooperation or assistance required and such failure, in either case, causes UL Lafayette to be unable to meet its obligations under this Statement of Work and the project plan, Contractor and UL Lafayette will jointly develop a corrective action plan to either address the issues causing the delay or to mutually agree to revise the affected project plan timelines. In this case, additional services required by Contractor will not result in additional charges to UL Lafayette.

- UL Lafayette is advised that Contractor personnel rendering services bill for preparation time and follow-up time.

## 5.0 COMPENSATION

The maximum amount authorized to be paid under this Attachment I is **\$1,269,038** (which may be increased only upon execution by both parties of a written agreement modifying or extending the terms hereof in accordance with Section 9.10). The Contractor and UL Lafayette will develop and approve the project plan in writing prior to undertaking their respective performance obligations under the document/plan in question. Once the project plan in question has been agreed upon by Contractor and UL Lafayette in writing, any changes to the document/plan will require written approval of both parties. Neither party will unreasonably withhold nor delay any approval required under this provision and each will work together in good faith to attempt to resolve any disagreements in this regard.

The document/plan will outline when the tasks or deliverables will be delivered. All Contractor Time and Material Services as identified in Table 1, will be scheduled and delivered pursuant to the document/plan. It is understood that the deliverable for all Time and Material Services is the hour of time actually rendered.

Contractor will submit detailed invoices to UL Lafayette to include information such as Contractor personnel performing the service, the service rendered to include billable hours and/or identified project plan tasks.

Contractor will invoice UL Lafayette for the Time and Materials Services identified in Table 1, and applicable associated charges, on a monthly basis in arrears as scheduled and delivered pursuant to the document/plan. Payments for Time and Materials Services will be made monthly and are predicated upon satisfactory completion of services as reasonably determined by UL Lafayette and upon receipt from Contractor of an invoice for services rendered.

Software Development Support Services fees identified in Table 2 are calculated under the presumption that the Software Development Support Services shall be delivered remotely by Ellucian such that the parties do not anticipate incidental onsite support services or travel & living expenses, which might otherwise be incurred by Ellucian personnel in the performance of those Software Development Support Services. Payment for Software Development Support Services fees will be made on an annual basis in arrears, with payment of the Total Support Services Fee for the Support Year from May 1, 2023 to April 30, 2024 due on April 1, 2024. UL Lafayette shall pay each invoice to Ellucian by not later than thirty (30) days from the date of invoice. Requests for any additional Support Services beyond those set forth herein will be provided at Ellucian's then current rate under separate written amendment that is signed by both parties.

**ATTACHMENT II****STATEMENT OF WORK****General Consulting for Functional Areas Scope of Service**

This general consulting service for Banner functional areas and extended Ellucian solutions and services is intended to provide the client with the ability to set aside hours to be used as negotiated at the time of need. Clients can use this consulting scope to plan ahead to keep their functional areas up-to-date over time. The types of services that can be provided are as follows:

- Training for new functionality and enhancements
- Keep up-to-date with regulatory releases
- Provide training if staff turnover occurs
- Refresher training for existing staff
- Troubleshooting/resolving issues as they arise
- Training and consulting to support optimization of ERP and other solutions
- Advising and brainstorming with subject matter experts

When the Client chooses to schedule these services, a billable organizational conference call will be conducted to define the engagement, define the expectations, whether the engagement will take place remotely or onsite and the expected deliverables. All services will be delivered on a time and materials basis.

The expected service hours are defined in general terms below. The Client will schedule the services as they are needed.

**Service Description**

<b>Functional Area</b>	<b>Engagement Description</b>
Banner Student	Consulting on baseline functionality
Banner Financial Aid	Consulting on baseline functionality
Banner Finance	Consulting on baseline functionality
Banner Human Resources	Consulting on baseline functionality
Degree Works Services	Consulting on baseline functionality
Degree Works Scribing	Consulting on baseline functionality
CRM Recruit	Consulting on baseline functionality
CRM Advance	Consulting on baseline functionality
Ethos Services	Consulting on baseline functionality
Banner Document Management	Consulting on baseline functionality
Project Management	Based on hours above

**Service Assumptions**

- Baseline functionality

**Client Responsibilities:**

- Non-production environment for consultants to work in with Client staff.
- Client staff available for Ellucian Consultants

**Out of Scope:**

- Non-standard services

## Ellucian Insights Premium Implementation - Description of Services

### Overview

Ellucian's training services for Ellucian Insights have been constructed to aid attendees in the development of skills pertinent to their role and responsibilities. During the Insights training services, attendees will:

- Be introduced to the features and capabilities of Insights;
- Review Administration, population, and configuration of the Insights Environment; and
- Receive hands-on training building reports in the Ellucian Insights Embedded Reporting Tool.

### High-level Tasks and Deliverables for Ellucian Insights Premium Implementation

Engagement	High Level Tasks	Deliverables
Configuration	Ellucian will configure Ellucian Insights Administration.	<ul style="list-style-type: none"> <li>• 1 configured production and 1 non-prod environment</li> </ul>
Source System Data Load and Content Review – Ellucian ERP	Ellucian will load data and review the delivered content for the Ellucian ERP Source System.	
Source System Data Load and Content Review – Degree Works	Ellucian will load data and review the delivered content for the Degree Works Source System.	
Ellucian Insights Embedded Reporting Tool	Ellucian will provide basic training on Ellucian Insights Embedded Reporting Tool and review delivered content.	
Reporting Tool Integration	Ellucian will assist with connecting one Client reporting tool to Ellucian Insights.	

### Service Assumptions for Ellucian Insights Premium Implementation

- Ellucian Experience has been configured and is functional in both non-production and production.

### Client Responsibilities for Ellucian Insights Premium Implementation

- Confirm access credentials to source system.

### Out of Scope for Ellucian Insights Premium Implementation

Includes but is not limited to:

- Training on Client reporting tool;
- Extending Data Models or Custom Transformations;
- Report Development;
- Data Lineage and Data Definitions;
- Security and User Set-Up;
- Provisioning of Insights Environment;
- Non Ellucian Data Sources;
- Data Model Training; and
- Advanced training in Embedded Reporting Tool.

**ATTACHMENT III****Software Development Support Services – Additional Terms, Conditions, and Obligations****Additional Defined Terms**

“Customization” means any Ellucian-developed changes to and/or creations of Source Code and/or Object Code and/or Data in compliance with a Software Development Functional Specification therefore, but without any other change whatsoever.

“Software Development Functional Specification” means that detailed specification that Client and Ellucian will agree upon in each instance for a software development project, and from which Software Development Functional Specification Ellucian will generate the Source Code and/or Object Code and/or Data for such Customization.

“Customization Defect” means, in each instance, a material deviation between a Customization and its Software Development Functional Specification, for which Customization Defect Client has given Ellucian enough information for Ellucian to replicate the deviation on a computer configuration which is both comparable to the computer configuration for which Ellucian created the Customization and which computer configuration is under Ellucian’s control.

“Integration” means any Ellucian-developed integration composed of one or several components including (but not limited to) Source Code and/or Object Code and/or Data and/or Adapters/Connectors/Web Services/Application Programming Interfaces (APIs) in compliance with an Integration Specification therefore, but without any other change whatsoever. Without limiting the foregoing, for purposes of this Amendment, “Integration” means, in each instance only the (specific Integration description), as herein defined which are developed pursuant to the Integration Services set forth in this Work Order.

“Integration Defect” means, in each instance, a material deviation (as herein defined) between an Integration and its Software Development Functional Specification, for which Integration Defect Client has given Ellucian enough information for Ellucian to replicate the deviation on a computer configuration which is both comparable to the computer configuration for which Ellucian created the Integration and which computer configuration is under Ellucian’s control.

“Support” means providing Client with avoidance procedures for or corrections of Defects found during production use of the solution, as well as those that are reasonably necessitated by any subsequent general release version of the applicable Banner Baseline Component System for which the solution in question was created by Ellucian; however, Ellucian shall have no obligation to re-architect the solution to address: (a) changes in the specifications, structure or architecture of the solution in question; (b) in light of any new features, functions or developments that may be available as part of the subsequent general release version of the applicable Baseline Component System; or (c) changes in the underlying technology or architecture of the Baseline application to which the solution relates. Further, Software Development Support Services shall not include retrofitting any solution for use with any Component System to be released by Ellucian other than the Ellucian Banner Baseline Component System for which such solution was created. Still further, Software Development Support Services does not include the creation of any integration and/or interfacing capabilities between the Baseline Component System for which the solution was created, and any other system. Any of the above conditions may require the payment of additional fees.

**Support Services**

- a) For the fees payable under Table 2 of Attachment I of this Agreement, and for each deliverable identified therein, Ellucian will provide Client with Software Development Support services during the applicable Support Term.

- b) For each Baseline Component System for which a deliverable identified in the Support Table below was created, Client will provide Ellucian with an estimated production schedule (which will be target dates only) as to when Client expects to implement a new release of the Baseline Component System for which such deliverable was originally created. Client will request Software Development Support services to a release, a maximum of one (1) per Support Term, of the Ellucian Banner Baseline Component System ninety (90) days prior to Client's required delivery dates but no sooner than the Ellucian expected release dates. However, any requests for additional Software Development Support services or upgrades can be provided on a time and materials basis at a rate equal to Ellucian's then-current list price rate.

### **Ellucian Obligations**

The Software Development Support services will be comprised of:

- Software Development Services Leader – Ellucian will identify a leader who will serve as Client's primary contact with Ellucian for the purposes of these Software Development Support services
- Analysis, Design, and Coding – Ellucian will maintain/upgrade the solution with the development standards used in the Baseline application to which the solution relates.
- Unit and Integration Testing – Ellucian will unit test and integration test the solution.
- Delivery – Ellucian will provide all the required delivery objects for the solution installation.
- Documentation – Ellucian will provide documentation for the solution in the form of:
  - Functional Specification
  - Technical Design Notes, as applicable

### **Client Obligations**

Client will provide:

- Project leader – Client will provide a contact that will work directly with the Ellucian Project Manager to assist and coordinate Support resource-related needs, such as meetings, Client testing, and acceptance.
- User acceptance testing for Software Development Support – Client will conduct user acceptance testing of the Software Development Support provision. Client will have thirty (30) days from delivery by Ellucian of the Support provision to perform acceptance testing and verify that the upgraded functionality continues to meet the requirements outlined in the functional specification (the "Acceptance Period"). Testing will be performed using a previously provided User Acceptance Test Plan. Client shall notify Ellucian in writing within the Acceptance Period of any non-compliance ("acceptance testing issue") of the Support provision from its applicable software specification and user acceptance test plan and shall document such acceptance testing issue in reasonable detail (the "Failure Notice"). If Client fails to provide a Failure Notice to Ellucian prior to the expiration of the Acceptance Period, the Support provision will be deemed accepted by Client. If Client documents an acceptance testing issue, Ellucian will use commercially reasonable efforts to correct the issue and re-deliver the corrected Support provision. Client shall then have an additional fifteen (15) days from Ellucian's re-delivery to perform acceptance testing in accordance with the procedure described above. Acceptance of the Support provision will be deemed to have occurred if and when Client does not so advise Ellucian of continued non-compliance within the new fifteen (15) day testing period.

**Support Table**

<b>Deliverable</b> <sup>1,2</sup>
Active Directory Account Provisioning Integration for Banner Enterprise Identity Service
Payment Works Integration with Banner
Web Time Entry

**Notes to Support Table:**

- <sup>1</sup> Onsite support services in addition to travel and living expenses are additional. Client is advised that, without limitation, Ellucian personnel rendering services bill for travel time, preparation time, and follow-up time.
- <sup>2</sup> The associated Support Fees have been listed within Table 2 of Attachment I. The fees stated in that Table 2 cover only the Support Term defined therein.



**Office of State Procurement  
PROACT Contract Certification of Approval**

**This certificate serves as confirmation that the Office of State Procurement has reviewed and approved the contract referenced below.**

**Reference Number:** 4400027252 ( 1)

**Vendor:** Ellucian Company LP

**Description:** Ellucian/Amd1-Add \$11,880 for Insights Premium ERP Implementation

**Approved By:** Pamela Rice

**Approval Date:** 10/09/2023

Your amendment that was submitted to OSP has been approved.

**AMENDMENT #1 TO CONSULTING SERVICES AGREEMENT**

THIS AMENDMENT #1 TO CONSULTING SERVICES AGREEMENT ("Amendment") is made by and between UNIVERSITY OF LOUISIANA AT LAFAYETTE ("Client") and ELLUCIAN COMPANY L.P. ("Ellucian").

**Recitals**

WHEREAS, Client and Ellucian entered into a Consulting Services Agreement with an Execution Date of April 26, 2023 ("Agreement") as subsequently amended, which is presently scheduled to expire on April 30, 2026; and

WHEREAS, the parties hereto desire to amend the Agreement on the terms herein stated in order to add certain new fixed fee services for implementation of Ellucian Insights Premium Cloud Software as identified herein; and

WHEREAS, this Amendment will increase the maximum amount to be paid under the Agreement by \$11,880.

**Amendment**

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants set forth in this Amendment, and the consideration extended by and between the parties hereto, the sufficiency of which is hereby acknowledged, Client and Ellucian hereby agree as follows:

1. Effective on the Execution Date of this Amendment #1, the Agreement is hereby amended to add the following Table 3 – Fixed Fee Services Table:

**Table 3 – FIXED FEE SERVICES TABLE:**

FIXED FEE PROFESSIONAL SERVICES			
Description <sup>1</sup>	Hours	Rates	Fee
Insights Premium ERP Implementation <sup>2</sup>	Fixed Fee	Fixed Fee	\$11,880
<b>TOTAL FIXED FEE PROFESSIONAL SERVICES FEE</b>			<b>\$11,880</b>

**Notes to Table 3:**

<sup>1</sup> The Statement of Work applicable to the fixed fee services for implementation of Ellucian Insights Premium Cloud Software to be provided under this Amendment #1 is attached hereto as Attachment A.

<sup>2</sup> Conditioned upon an Execution Date on or before October 31, 2023, Ellucian will issue a one-time credit in the amount of \$11,880 to be applied to Client's account for use towards the Insights Premium ERP Implementation fixed fee service. For the avoidance of doubt, the one-time credit issued under this Amendment may only be applied to the fixed fee described herein and may not be applied to any other fees for software, services, or subscription agreement(s) between the parties.

2. The addition of Table 3 changes the Maximum Compensation payable under the Agreement by an increase of \$11,880 due to the addition of the fixed fee services identified above for implementation of Ellucian Insights Premium Cloud Software.

3. This Amendment #1, together with the Agreement (as previously amended in writing), supersedes any and all prior and contemporaneous understandings or agreements of the parties in regard to the subject matter hereof and constitutes the final, complete, and exclusive statement of the agreement between the parties hereto as relates to amendment of the Agreement.

4. This Amendment may be supplemented, amended, or modified only by the mutual agreement of the parties, which mutual agreement shall be binding if and only if reduced to writing and signed by both parties.

5. Except as set forth above in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. In the event of any conflict between the Agreement and this Amendment (including any prior amendments thereto), the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #1 with an Execution Date as specified below.

ELLUCIAN COMPANY L.P.

UNIVERSITY OF LOUISIANA AT LAFAYETTE

By: DocuSigned by:  
Dawn Brajkovich  
F43A6B466370484...  
Authorized Signature

By: <sup>DS</sup>  
JL  
DocuSigned by:  
Jerry Luke LeBlanc  
044204305430486...  
Authorized Signature

Name: Dawn Brajkovich  
Printed

Name: Jerry Luke LeBlanc  
Printed

Title: Sr. Director, Accounting Revenue Operations  
Printed

Title: Vice President for Administration and Finance  
Printed

Date: 9/26/2023

Date: 9/26/2023

The last date of signature above is the "Execution Date" of this Amendment.

### Ellucian Insights Premium Implementation - Description of Services

#### Overview

Ellucian's training services for Ellucian Insights have been constructed to aid attendees in the development of skills pertinent to their role and responsibilities. During the Insights training services, attendees will:

- Be introduced to the features and capabilities of Insights;
- Review Administration, population, and configuration of the Insights Environment; and
- Receive hands-on training building reports in the Ellucian Insights Embedded Reporting Tool.

#### High-level Tasks and Deliverables for Ellucian Insights Premium Implementation

Engagement	High Level Tasks	Deliverables
Configuration	Ellucian will configure Ellucian Insights Administration.	1 configured production and 1 non-prod environment
Source System Data Load and Content Review – Banner	Ellucian will load data and review the delivered content for the Ellucian Banner Source System.	
Source System Data Load and Content Review – Degree Works	Ellucian will load data and review the delivered content for the Degree Works Source System.	
Ellucian Insights Embedded Reporting Tool	Ellucian will provide basic training on Ellucian Insights Embedded Reporting Tool and review delivered content.	
Reporting Tool Integration	Ellucian will assist with connecting one Client reporting tool to Ellucian Insights.	

#### Service Assumptions for Ellucian Insights Premium Implementation

Ellucian Experience has been configured and is functional in both non-production and production.

#### Client Responsibilities for Ellucian Insights Premium Implementation

Confirm access credentials to source system.

#### Out of Scope for Ellucian Insights Premium Implementation

Includes but is not limited to:

- Training on Client reporting tool;
- Extending Data Models or Custom Transformations;
- Report Development;
- Data Lineage and Data Definitions;
- Security and User Set-Up;
- Provisioning of Insights Environment;
- Non Ellucian Data Sources;
- Data Model Training; and
- Advanced training in Embedded Reporting Tool.



**Office of State Procurement  
PROACT Contract Certification of Approval**

**This certificate serves as confirmation that the Office of State Procurement  
has reviewed and approved the contract referenced below.**

**Reference Number:** 4400027252 ( 2)

**Vendor:** Ellucian Company LP

**Description:** Ellucian - terminate ADAP service fees to Ethos User Provisioning swap

**Approved By:** Jeff Folse

**Approval Date:** 7/28/2025

Your amendment that was submitted to OSP has been approved.

**AMENDMENT #2 TO CONSULTING SERVICES AGREEMENT**

THIS AMENDMENT #2 TO CONSULTING SERVICES AGREEMENT (“Amendment”) is made by and between **UNIVERSITY OF LOUISIANA AT LAFAYETTE** (“Client”) and **ELLUCIAN COMPANY LLC** (“Ellucian”).

**Recitals**

WHEREAS, Client and Ellucian entered into a Consulting Services Agreement with an Execution Date of April 26, 2023 (the “Consulting Services Agreement”), the Term of which is presently scheduled to expire on April 30, 2026; and

WHEREAS, pursuant to Amendment #1 to Consulting Services Agreement dated September 26, 2023 (“Amendment #1”), Client acquired certain new fixed fee services for implementation of Ellucian Insights Premium Cloud Software; and

WHEREAS, the parties hereto desire to amend the Consulting Services Agreement on the terms herein stated in order to terminate the Active Directory Account Provisioning (“ADAP”) Integration for Banner Enterprise Identity Service and in consideration of such termination allow Client to upgrade to the use of Ethos User Provisioning which will be licensed to Client under a separate written amendment between the parties;

WHEREAS, by mutual consent of both parties to the Consulting Services Agreement, the Contractor's name is changed from Ellucian Company L.P. (“Ellucian” or “Contractor”) to Ellucian Company LLC (“Ellucian” or “Contractor”), whose legal address is 2003 Edmund Halley Drive, Suite 500, Reston, VA 20191, as per the official legal documentation attached.

**Amendment**

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants set forth in this Amendment, and the consideration extended by and between the parties hereto, the sufficiency of which is hereby acknowledged, Client and Ellucian hereby agree as follows:

1. Following the Execution Date of this Amendment #2, the Consulting Services Agreement is hereby amended to reflect the following:

- Effective May 1, 2025, Client’s obligation to pay Ellucian for the ADAP service fees will be terminated. Credits for any prepaid ADAP service fees that are applicable to any period of time from and after May 1, 2025, if any, shall be credited only against the subscription fees payable for Ethos User Provisioning.
- Client will have a continued right of use to the ADAP service for up to nine (9) months from May 1, 2025 (the “Transition Period”). Following the Transition Period, Client’s right of use to the ADAP service is terminated.
- Contractor's name is changed from Ellucian Company L.P. (“Ellucian” or “Contractor”) to Ellucian Company LLC (“Ellucian” or “Contractor”), whose legal address is 2003 Edmund Halley Drive, Suite 500, Reston, VA 20191, as per the official legal documentation attached.
- Replace 9.15 Changes in Writing clause in ARTICLE IX – GENERAL PROVISIONS to read as follows:

“9.15 Changes in Writing, Notices. This Agreement, including Attachments, may be amended or modified only by an instrument of equal formality signed by duly authorized representatives of the respective parties. All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed given if delivered personally; sent by registered or certified mail, return receipt requested; transmitted by facsimile confirmed by first class mail; or sent by overnight courier to the following addresses (or to such other place as a party may subsequently designate for its receipt of notices pursuant to this Agreement):

UL Lafayette:  
University of Louisiana at Lafayette  
Attn: Purchasing  
Martin Hall, Room 123  
104 University Circle

Lafayette, LA 70503

With a copy to:  
University of Louisiana at Lafayette  
Attn: Chief Information Officer  
University of Louisiana at Lafayette  
Stephens Hall, Room 119  
201 East St. Mary Blvd.  
Lafayette, LA 70503

Contractor:  
Ellucian Company LLC  
Legal Department  
4 Country View Road  
Malvern, PA 19355  
FAX number (610) 578-7457”

- Add clause in ARTICLE IX – GENERAL PROVISIONS to read as follows:  
“9.27 Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries.

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of \$100,000 or more involving a for-profit company with at least fifty full-time employees:

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, Proposer or Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity’s or association’s status as a firearm entity or firearm trade association;
2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity’s or association’s status as a firearm entity or firearm trade association.

The University reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.”

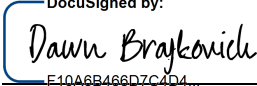
2. This Amendment #2, together with the Consulting Services Agreement (as previously amended in writing), supersedes any and all prior and contemporaneous understandings or agreements of the parties in regard to the subject matter hereof and constitutes the final, complete, and exclusive statement of the agreement between the parties hereto as relates to amendment of the Consulting Services Agreement.

3. This Amendment may be supplemented, amended, or modified only by the mutual agreement of the parties, which mutual agreement shall be binding if and only if reduced to writing and signed by both parties.

4. Except as set forth above in this Amendment, the Consulting Services Agreement is unaffected and shall continue in full force and effect in accordance with its terms. In the event of any conflict between the Consulting Services Agreement and this Amendment (including any prior amendments thereto), the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #2 with an Execution Date as specified below.

**ELLUCIAN COMPANY LLC**


**By:**   
\_\_\_\_\_  
*Authorized Signature*

**Name:** Dawn Brajkovich  
\_\_\_\_\_  
*Printed*

**Title:** Sr. Director, Accounting Revenue Operations  
\_\_\_\_\_  
*Printed*

**Date:** 3/12/2025  
\_\_\_\_\_

**UNIVERSITY OF LOUISIANA AT LAFAYETTE**

**By:**   
\_\_\_\_\_  
*Authorized Signature*

**Name:** Jerry Luke LeBlanc  
\_\_\_\_\_  
*Printed*

**Title:** Vice President for Administration and Financial Services  
\_\_\_\_\_  
*Printed*

**Date:** 3/13/2025  
\_\_\_\_\_

**The last date of signature above is the "Execution Date" of this Amendment.**

# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE LIMITED PARTNERSHIP UNDER THE NAME OF "ELLUCIAN COMPANY L.P." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "ELLUCIAN COMPANY L.P." TO "ELLUCIAN COMPANY LLC", FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF DECEMBER, A.D. 2023, AT 11:17 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2023 AT 11:50 O`CLOCK P.M.



  
Jeffrey W. Bullock, Secretary of State

5017929 8100V  
SR# 20234349143

Authentication: 204934684  
Date: 12-28-23

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "ELLUCIAN COMPANY LLC" FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF DECEMBER, A.D. 2023, AT 11:17 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2023 AT 11:50 O'CLOCK P.M.



  
Jeffrey W. Bullock, Secretary of State

5017929 8100V  
SR# 20234349143

Authentication: 204934684  
Date: 12-28-23

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)





ELLUCIAN FOUNDATION  
2003 Edmund Halley Drive Reston, VA 20191

To the Office of the Secretary of State of Delaware

Ladies and Gentlemen:

Ellucian Foundation, a Delaware corporation, hereby consents to the use of the name Ellucian Company LLC by Ellucian Company L.P. in the State of Delaware.

Very truly yours,

/s/ Jennifer Welding

Name: Jennifer Welding

Title: Authorized Person



January, 2024

Greetings and Happy New Year to our US Ellucian customers, partners and vendors!

As of January 1, 2024, our US operating entity, formerly named “Ellucian Company, L.P.,” has been re-formed and renamed as “Ellucian Company LLC.” Our Federal tax identification number, or “FEIN,” does NOT change with this restructuring. That number remains 45-3767548. Ellucian Company’s employees, contracts, and ongoing rights and obligations also remain unchanged as a result of this restructuring.

What does change is that, as of January 1, 2024, we will be contracting under, sending invoices under and accepting payment under our revised name of “Ellucian Company LLC.” We recognize that you may have payables, receivables and contracts that our in-process under our old entity name, and we want to assure you that we will continue with “business as usual” until your systems and ours have logged the new entity name. In other words, there will be no interruption in our operations, and you do not need to make any changes to in-flight payments or contracts in connection with this change.

Thank you for your consideration. Should you have any questions, please contact us at [ask.legal@ellucian.com](mailto:ask.legal@ellucian.com), and we will respond to you as quickly as we can.

Sincerely,

Your Ellucian Team

Form **W-9**  
 (Rev. October 2018)  
 Department of the Treasury  
 Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>ELLUCIAN COMPANY LLC</p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                     <input type="checkbox"/> C Corporation                     <input type="checkbox"/> S Corporation                     <input type="checkbox"/> Partnership                     <input type="checkbox"/> Trust/estate  <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>C</u>  <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶             </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <p>2003 EDMUND HALLEY DRIVE, SUITE 500</p>	<p>Requester's name and address (optional)</p>
	<p><b>6</b> City, state, and ZIP code</p> <p>RESTON, VA 20191</p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
-				-					
<b>or</b>									
<b>Employer identification number</b>									
4	5		3	7	6	7	5	4	8

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Karen Vink</i>	Date ▶ 1/03/24
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*