# Facility Planning and Control
## State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR

JAY DARDENNE
COMMISSIONER OF ADMINISTRATION


April 5, 2021

Mr. Robert Stuart, Jr.
Executive Director
LSU Real Estate and Facilities Foundation
3796 Nicholson Drive
Baton Rouge, LA 70802

Re: University Lakes Restoration Project to
Address Flood Control, Environmental, Safety,
Health and Other Issues
(Matching Funds)
(East Baton Rouge)
FP&C Project No. 50-NQN-20-01

Dear Mr. Stuart:

Please find enclosed one (1) fully executed original of the Cooperative Endeavor Agreement between the State of Louisiana and LSU Real Estate and Facilities Foundation.

**You are reminded to strictly adhere to all stipulations reflected in the attached Cooperative Endeavor Agreement and the associated *Non-State Entity Capital Outlay Administrative Guidelines,* which can be accessed online at http://www.doa.state.la.us/fpc/nstate.htm. You are encouraged to contact your FP&C Project Manager, Lyle Savant (225-219-1154, lyle.savant@la.gov) to review Cooperative Endeavor Agreement stipulations and Facility Planning and Control policies.**

Please use the referenced project name and number on any and all correspondence sent to this office. We ask that all communication with Facility Planning and Control be through LSU Real Estate and Facilities Foundation, not direct from contracted consultants or contractors. Enclosed are forms to be used when submitting **Request for Disbursement, Equipment Purchase, Construction Contract Award** and **Real Estate Closing.**

We encourage you to sign up for Electronic Fund Transfer (EFT). Electing to use this service can result in receiving payments sooner. To enroll, please contact the Office of Statewide Reporting and Accounting Policy at (225) 342-1097.

If there are any questions, please call our Capital Outlay Department at (225) 219-1214.

Sincerely,

Denise Brumfield

Denise Brumfield
Administrative Director

DB:sp
Enclosures
c: Meagan Sibley, via email w/attachments
Lyle Savant, via email w/attachments

# Request for Disbursement

**Request No.**__________________

**Project Number:** 50-NQN-20-01 **Grantee:** LSU Real Estate and Facilities Foundation **Contact Person:** Leu Anne Greco

**Phone Number:** 225-578-0525

**Project Name:** University Lakes Restoration Project to Address Flood Control, Environmental, Safety, Health and Other Issues (Matching Funds)

*****Contract Number:** __________________

| WBS Number *** | Invoice Number | Vendor Name | Cost Code * | G/L *** | Invoice Amount | State's % *** | State's Amount *** | Entity's Amount *** | Ineligible Amount *** |
|---|---|---|---|---|---|---|---|---|---|
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| | | | | **Total** | | | | | |

This document will hereby certify that each of these invoices on this list and attached list(s) is in accordance with the terms of the applicable contracts and/or agreements and that the services have been performed or the goods received. Furthermore, this certification also indicates compliance with the terms and conditions of the cooperative endeavor agreement by and between the State of Louisiana and the Grantee.

Certified Correct by Grantee______________________________Date:________________

(Original Signature)

______________________________

(Type or Print Name)

| **Cost Code* | *Category* | **Cost Code* | *Category* |
|---|---|---|---|
| **Real Estate** | | **Design Miscellaneous** | |
| RQ | Real Estate | R1 | Topo |
| **Construction** | | R2 | Geo |
| CN | Construction Services | R3 | Environmental |
| CN-TS | 3rd Party Testing during Construction | R4 | Testing Lab Fees |
| **Equipment** | | R5 | Other Reimbursables |
| EQ | Equipment | A1 | Additional Design Services |
| **Design** | | MI-TS | 3rd Party Testing/Lab Fees |
| F1 | Basic Design Services | | |

**Remit to:** Lyle Savant
Facility Planning & Control
LA Division of Administration
Post Office Box 94095
Baton Rouge, LA 70804-9095

*** G/L = Project Expenditure Code (see tables) *** **Areas for FP&C Use Only**

Revised 7/16/18

# Request for FP&C Concurrence in Equipment Purchase
## (*Required if equipment is to be procured through a bidding process)*

| | | |
|---|---|---|
| Project Number: | 50-NQN-20-01 | Grantee: LSU Real Estate and Facilities Foundation |
| Project Name: | University Lakes Restoration Project to Address Flood Control, Environmental, Safety, Health and Other Issues | Contact Person: Leu Anne Greco<br>Phone Number: 225-578-0525 |

**To be completed by LSU Real Estate and Facilities Foundation**

**The following information is attached and LSU Real Estate and Facilities Foundation requests FP&C's concurrence in purchasing equipment**

**from** ______________________ **in the amount of $** ______________
(Supplier) (Total Bid)

- ❑ Equipment list (with specifications, if applicable)
- ❑ Certified proof of publication of advertisement for procurement
- ❑ Certified tabulation of bids or quotes with recommendation for acceptance
- ❑ Certification that the procurement was in accordance with the Public Bid Law

Grantee: ______________________ Date: ______________
*(Signature)*

______________________
*(Type or Print Name)*

**To be completed by FP&C and returned to LSU Real Estate and Facilities Foundation**

❑ FP&C concurs with the equipment purchase
*(LSU Real Estate and Facilities Foundation must submit a Request for Disbursement Form to draw from State funds)*

❑ FP&C does not concur with the equipment purchase
Reason: ______________________________________________

______________________________________________

*(LSU Real Estate and Facilities Foundation must resolve and then submit another Request for FP&C Concurrence for the equipment purchase)*

❑ FP&C concurs with the equipment purchase, with exceptions (see attachment)

Project Manager: ______________________ Date: ______________
*(Signature)*

Remit to: Lyle Savant
Facility Planning & Control
LA Division of Administration
Post Office Box 94095
Baton Rouge, LA 70804-9095

Thank you for your cooperation!

# Request for FP&C Concurrence in Construction Contract Award

| | | |
|---|---|---|
| Project Number: | 50-NQN-20-01 | Grantee: LSU Real Estate and Facilities Foundation |
| Project Name: | University Lakes Restoration Project to Address Flood Control, Environmental, Safety, Health and Other Issues (Matching Funds) | Contact Person: Leu Anne Greco |
| | | Phone Number: 225-578-0525 |

**To be completed by LSU Real Estate and Facilities Foundation**

**The following information is attached and the LSU Real Estate and Facilities Foundation requests FP&C's concurrence in the award**

**of the construction contract for $** ______________ (Total Bid) **to** ______________ (Contractor)

- ❑ Final construction documents (plans and specifications)
- ❑ Construction document addenda
- ❑ Certification that the cooperative endeavor agreement's ownership of property requirements have been met
- ❑ Evidence of current commitment and availability of match and/or in-kind match
- ❑ Certified proof of publication of advertisement for procurement
- ❑ Certified tabulation of bids or proposals with recommendation for award
- ❑ Certification that the procurement was in accordance with the Public Bid Law
- ❑ Other ______________

Grantee: ______________ Date: ______________
*(Signature)*

______________
*(Type or Print Name)*

**To be completed by FP&C and returned to LSU Real Estate and Facilities Foundation**

- ❑ FP&C concurs in construction contract award
  *(LSU Real Estate and Facilities Foundation must submit a Request for Disbursement Form to draw from State funds)*
- ❑ FP&C does not concur in construction contract award
  Reason: ______________

  *(LSU Real Estate and Facilities Foundation must resolve and then submit another Request for FP&C Concurrence in Construction Contract Award)*

Project Manager: ______________ Date: ______________
*(Signature)*

Remit to: Lyle Savant
Facility Planning & Control
LA Division of Administration
Post Office Box 94095
Baton Rouge, LA 70804-9095

Thank you for your cooperation!

# Request for FP&C Concurrence in Real Estate Closing

| | | | |
|---|---|---|---|
| Project Number: | 50-NQN-20-01 | Grantee: | LSU Real Estate and Facilities Foundation |
| Project Name: | University Lakes Restoration Project to Address Flood Control, Environmental, Safety, Health and Other Issues | Contact Person: | Leu Anne Greco |
| | | Phone Number: | 225-578-0525 |

## To be completed by LSU Real Estate and Facilities Foundation

**The following information is attached and LSU Real Estate and Facilities Foundation requests FP&C's concurrence that the transaction is ready for closing.**

- ❑ State Certified General appraisal
- ❑ Preliminary title opinion attesting that the non-state entity will have good, clear, and merchantable title upon execution of the act of sale, or title insurance
- ❑ Phase I environmental assessment, prepared by an environmental professional according to current ASTM standard practice, that also considers asbestos containing materials, lead-based paint, lead in drinking water and wetlands
- ❑ Draft act of sale with warranty that the property is free of CERCLA defined hazards and petroleum products identified in the environmental assessment as existing or suspected.

Grantee: ______________________________ Date: ____________________
*(Signature)*

______________________________
*(Type or Print Name)*

## To be completed by FP&C and returned to LSU Real Estate and Facilities Foundation

- ❑ FP&C concurs that the transaction is ready for closing
  *(FP&C will initiate writing a check in the amount of $ ____________________)*
- ❑ FP&C does not concur that the transaction is ready for closing
  Reason: ______________________________________________________________

  ______________________________________________________________

*(LSU Real Estate and Facilities Foundation must resolve and then submit another Request for FP&C Concurrence in Real Estate Closing)*

Project Manager: ______________________________ Date: ____________________
*(Signature)*

Remit to:
Lyle Savant
Facility Planning & Control
LA Division of Administration
Post Office Box 94095
Baton Rouge, LA 70804-9095

Thank you for your cooperation!

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN**
**THE STATE OF LOUISIANA and**
**LSU REAL ESTATE AND FACILITIES FOUNDATION**
**University Lakes Restoration Project to Address Flood Control, Environmental, Safety, Health and Other Issues (Matching Funds)**
***(East Baton Rouge)***
**FP&C Project No. 50-NQN-20-01**

In accordance with Article VII, Section 14 of the 1974 Constitution of the State of Louisiana (Constitution), the **STATE OF LOUISIANA** (State), herein represented by **MARK A. MOSES, DIRECTOR, OFFICE OF FACILITY PLANNING AND CONTROL (FP&C) OF THE DIVISION OF ADMINISTRATION (DOA)**, and **LSU REAL ESTATE AND FACILITIES FOUNDATION** (Entity), a not-for-profit organization, herein represented by **ROBERT STUART, JR., EXECUTIVE DIRECTOR** do hereby enter into a Cooperative Endeavor Agreement (Agreement) to serve the public for the purposes hereinafter declared.

## ARTICLE I

**1.1** **WHEREAS,** the Capital Outlay Act (Act), adopted in accordance with Article VII, Section 6 of the Constitution, is the comprehensive capital outlay budget required by said Article VII, Section 6, and contains an appropriation for the Entity for the Project Number and Project Description (Project) as set forth in a State Funding Summary ("Funding Summary") attached hereto for reference only; and

**1.2** **WHEREAS,** the Omnibus Bond Act of the Louisiana Legislature (OBA), adopted in accordance with Article VII, Section 6 of the Louisiana Constitution of 1974, provides for the issuance by the State Bond Commission of State General Obligation Bonds for certain of the projects contained in the Act, including the Project, which bonds are to be secured by a pledge of the full faith and credit of the State, as well as by monies dedicated to and paid into the Security and Redemption Fund as provided in Article VII, Section 9 of the Constitution, which authorization includes the issuance, **if applicable**, of State General Obligation Bonds for the Project (Project Bonds) as set forth in the Funding Summary and

**1.3** **WHEREAS, if applicable,** the Entity has supplied the State with evidence of the availability and commitment of Local, Federal or Non-State Matching Funds for the Project, as set forth in the Funding Summary; and

**1.4** **WHEREAS,** the State appropriated State General Fund (Direct) or other sources of cash for the Project or the Bond Commission did grant a cash line of credit and/or a non-cash line of credit for the Project in the amount(s) as stated in the Funding Summary; and

**1.5** **WHEREAS,** the Act provides that all of the funds appropriated, in the absence of express language to the contrary, shall be considered as having been appropriated directly to FP&C and shall be administered by FP&C under Cooperative Endeavor Agreements;

**IT IS HEREBY AGREED** by the State and the Entity that:

## ARTICLE II
## PURPOSE

**2.1** The purpose of this Agreement is to set forth the terms of administering the Project by FP&C. FP&C will administer this Project in accordance with the Non-State Entity Capital Outlay Administrative Guidelines, January, 2019 ed. (the "Guidelines"), which is incorporated herein and made a part of this Agreement. As required by Section 147(e) of the Internal Revenue Code of 1986, as amended (the "Code"), the Entity hereby understands and agrees that, in addition to the requirements of the Guidelines, no proceeds of the Project Bonds can or will be used for airplanes, skyboxes or luxury private boxes, health club facilities, facilities primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

## ARTICLE III
## SCOPE

**3.1** As provided in the Act, the State funds for this Project are limited to capital improvements for the Project, in the Parish, and in the amounts set forth in the Funding Summary.

**3.2** If the Entity enters into a contract prior to receipt of funding and prior to execution of a Cooperative Endeavor Agreement, then payments under such contracts are prohibited from capital outlay appropriations and are the sole responsibility of the Entity.

**3.3** The Entity hereby acknowledges and confirms that this Project constitutes a **Public Purpose** and will fulfill a public need within the parish in which the Project is to be located, all in accordance with Article VII, Section 14 of the Constitution.

**3.4** Allowable costs shall not include the operating expenses of the Entity. In no case shall the total of any of the allowable costs exceed the amount shown in the Funding Summary.

## ARTICLE IV
## USE OF FUNDS

**4.1** The Entity hereby acknowledges and agrees that the funds provided by the State to the Entity shall be used solely for the purposes authorized and permitted in the Act and in accordance with all provisions of law affecting the Project, as well as the constitutional and statutory restrictions on the use of State funds for public purposes. The Entity acknowledges that any funds not used in accordance with the terms of this Agreement and state law will be reimbursed to the State. The entity will take all action reasonably necessary to maintain its status as an entity exempt from taxation under Internal Revenue Service Code Section 501 (c)(3), as amended. The entity will immediately notify FP&C if such status is revoked.

**4.2** The Entity shall not execute any contracts or agreements that would expend or commit State funds in excess of the amount for which lines of credit were granted pursuant to the Act. The Entity shall be solely responsible for any amount that exceeds the amount appropriated by the State.

**4.3** If the Project is authorized to be funded through the issuance of Project Bonds, the Entity shall not take any action that would have the effect of impairing the tax exempt status of the Project Bonds. The Entity agrees that the proceeds will not be used directly or indirectly in any trade or business carried on by any person other than a governmental unit or in a trade or business unrelated to the exempt purposes of the Entity. The Entity further agrees that the proceeds will not be used directly or indirectly to provide a facility used by any person other than the Entity pursuant to a lease, management contract, requirements contract or other arrangement granting, directly or indirectly, an interest in or special legal entitlement to the project to a person other than the Entity, unless the State receives an opinion from a nationally recognized bond counsel that such contract will not adversely affect the tax-exempt status of the Project Bonds. The Entity shall immediately notify the State prior to entering into any such contract.

**4.4** The Entity shall only use the Project for public purposes in furtherance of its 501(c)(3) exempt purpose.

## ARTICLE V
## ADMINISTRATIVE COSTS

**5.1** Notwithstanding any provision of this contract to the contrary, FP&C may use up to six percent of each State fund line item contained in the Funding Summary for costs associated with administering the Project, all in accordance with the provisions of the Act.

## ARTICLE VI
## PUBLIC BID LAWS

**6.1** The Entity will solicit bids for the services, labor and materials needed to construct said Project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, *et seq.*, applicable to political subdivisions of the State. The Entity will also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to complete said Project, which will be subject to review by the State at any time.

## ARTICLE VII
## COORDINATION

**7.1** It is the responsibility of the Entity to administer the Project according to all applicable laws, rules and regulations and to ensure that the work is the best obtainable within established trade practice. The submittal of documentation to FP&C as required by this Agreement shall be for the purpose of verifying that the funds are spent in accordance with this Agreement and the applicable legislation, providing evidence of the progress of the Project and verifying that such documentation is being produced. FP&C will not provide extensive document review for the Project or take the responsibility for determining whether or not this documentation is complete and accurate.

**7.2** The participation by FP&C in the Project shall in no way be construed to make FP&C a party to any contract between the Entity and its contractors.

## ARTICLE VIII
## CHANGE ORDERS

8.1 A change order for the Project shall be subject to the approval of FP&C. However, as per R.S. 39:126, one or more change orders that cause an excess in the aggregate of ***One Hundred Thousand Dollars ($100,000)*** per month shall also require the approval of the Joint Legislative Committee on the Budget and the Commissioner of Administration or his designee. Any change order in excess of fifty thousand dollars but less than one hundred thousand dollars shall be submitted to the Joint Legislative Committee on the Budget for review but shall not require committee approval.

## ARTICLE IX
## HOLD HARMLESS AND INDEMNITY

**9.1** The Entity agrees and obligates itself, its successors and assigns to defend, indemnify and save harmless and provide a defense for the State, its officials, officers and employees against any and all claims, demands, suits, actions (*ex contractu, ex delictu*, quasi-contractual, statutory or otherwise), judgments of sums of money, attorney's fees and court costs to any party or third person including, but not limited to amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of the Entity or any of the above, growing out of, resulting from or by reason of any violation of the requirements of the Act and OBA or any other State law, or any negligent act or omission, operation or work of the Entity, its employees, servants, contractors or any person engaged upon or in connection with the engineering services, construction and construction engineering required or performed by the Entity hereunder including, but not limited to any omissions, defects or deficiencies in the plans, specifications or estimates, or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction or construction engineering cost incurred, or any other claim of whatever kind or nature arising from, out of or in any way connected with the Project, to the extent permitted by law.

**9.2** Nothing herein is intended, nor shall be deemed to create a third party beneficiary to or for any obligation by FP&C herein or to authorize any third person to have any action against FP&C arising out of this Agreement.

**9.3** The Entity further agrees and obligates itself, its successors and assigns, to indemnify and hold harmless the State for any monetary consequences resulting from any Project Bonds issued by the State being declared taxable Project Bonds as a result of the Entity's actions or inactions hereunder.

## ARTICLE X
## DISBURSEMENT OF FUNDS

**10.1** After execution of this Agreement in accordance with the terms hereof and the Act, the State, through FP&C, shall provide the Entity, identified under the Federal Tax Identification Number as set forth in the Funding Summary, with funds on an *as-needed* basis as approved by FP&C, but not to exceed the total Capital Outlay Cash, less FP&C Administration fee, as set forth in the Funding Summary. **The Entity shall not be entitled to reimbursement of any expenditures made prior to the issuance of a cash line of credit or receipt of cash funding.**

**10.2** If the Project is authorized to be funded through the issuance of Project Bonds, the Entity agrees to use its best efforts to expend all of the funds subject to this Agreement within two (2) years from the date of the issuance of the Project Bonds. FP&C agrees that it will notify the Entity of the date the Project Bonds are issued within one (1) month from the issuance thereof. The Entity understands and agrees that if the funds subject to this Agreement are not totally expended within two (2) years from the issuance of the Project Bonds, FP&C can close the Project and recommend that the Legislature reallocate any unexpended proceeds to other projects.

**10.3** The Entity recognizes and agrees that the receipt of the State monies is contingent upon the receipt, pledge and expenditure of Local/Federal Matching Funds by the Entity in the amount stated in the Funding Summary. The Entity acknowledges and agrees that the requisite amount of matching funds has been received, pledged, and/or expended on the Project.

**10.4** In the event funds subject to this Agreement represent a non-cash line of credit as set forth in the Funding Summary, the Entity understands that the funds so designated represent a non-cash line of credit and that no monies can be withdrawn from the Treasury for the non-cash line of credit unless and until the Bond Commission has either issued bonds or a cash line of credit therefor, and the Agreement is amended to provide for the disbursement thereof.

## ARTICLE XI
## OWNERSHIP OF PROPERTY

**11.1** The Entity hereby covenants that it owns, will acquire title to, or obtain servitudes for the property upon which the Project is to be located and that it shall not, while any of the Project Bonds remain outstanding, or during the term of this Agreement, transfer, convey, sell, lease, mortgage, assign or otherwise alienate its ownership or servitude rights in the land or real property and appurtenances which constitute the Project except as provided in Section 4.3. Projects to be located by permits on existing property of the State or a political subdivision of the State are exempt from these ownership requirements. The Entity consents to the recordation of this Agreement in the mortgage or conveyance records of the Parish.

**11.2** The Entity shall not sell, transfer, or otherwise dispose of any of the facilities financed with the Project Bond Proceeds prior to the end of the Term, except such minor parts or portions thereof as may be disposed of due to normal wear and tear and obsolescence.

## ARTICLE XII
## INSURANCE

**12.1** If State funds for this Project are used in whole or in part towards construction of fixed insurable improvements, then upon completion of construction, the Entity shall, for the term of this Agreement, maintain or cause to be maintained property insurance issued by a company or companies admitted to do business in the State of Louisiana, in an amount equal to 100% of the replacement cost of such improvements.

**12.2** If the property is located in a Special Flood Hazard Area, flood insurance equal to 100% of the value of the building or up to a minimum of $500,000 as allowed by National Flood Insurance Program (NFIP) shall be obtained on this property. This includes properties shown on a Flood Insurance Rate Map (FIRM) issued by FEMA as Zone A, AO, A1-30, AE, A99, AH, VO, V1-30, VE,V, ZM, or E.

## ARTICLE XIII
## PLEDGE OF LEASE REVENUES

**13.1** If the Project is authorized to be funded through the issuance of Project Bonds, the Entity hereby covenants and agrees that it shall not, while any portion of the Project Bonds issued by the State to fund the Project remain outstanding, enter into any agreement or otherwise covenant to directly pledge to the State any lease revenues from any lessee, its successors or assigns, for the payment of principal, interest or other requirements with respect to the Project Bonds, nor shall the Entity deposit any such lease revenues into the Bond Security and Redemption Fund of the State unless the State receives an opinion from a nationally recognized bond counsel that such contract and/or deposit of funds will not adversely affect the tax-exempt status of the Project Bonds.

## ARTICLE XIV
## TERM

**14.1** The provisions of this Agreement shall be effective from the date of execution hereof and shall be binding upon all parties and shall remain in effect until FP&C determines that the Project(s) for which funds are appropriated is completed or for as long as any Bonds issued for the Project, or any refunding bonds therefore, remain outstanding.

## ARTICLE XV
## TERMINATION

**15.1** FP&C may terminate this Agreement for cause based upon the failure of Entity to totally spend all funds subject to this Agreement within two years from the execution of this Agreement or, if applicable, within two years from the issuance of any bonds or for any act by the Entity that the State determines to be unlawful or in violation of this Agreement.

**15.2** FP&C may terminate this Agreement at any time without penalty by giving thirty (30) days written notice to the Entity of such termination. Entity shall be entitled to payment for deliverables in progress to the extent work has been approved by FP&C and subject to the availability of funds.

## ARTICLE XVI
## REPAYMENT

**16.1** Entity agrees that pursuant to LSA-R.S. 33:9029.2(D) any State funds received by the entity from the State pursuant to this Agreement shall be repaid should the entity default on the Agreement, breach any of the terms of the Agreement, cease to do business or cease to do business in Louisiana.

## ARTICLE XVII
## AVAILABILITY OF FUNDS

**17.1** The availability of funds set forth in the Funding Summary are subject to and contingent upon appropriation of funds by the legislature and, if applicable, issuance of a line of credit by the State Bond Commission.

**ARTICLE XVIII**
**ASSIGNMENT**

**18.1** Entity shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the FP&C.

**ARTICLE XIX**
**AUDIT**

**19.1** As provided in the Act, The Entity agrees to comply with the provisions of R.S. 24:513. The Act provides that no funds shall be released or provided to the Entity if, when and for as long as the Entity fails or refuses to comply with R.S. 24:513.

**19.2** The Entity shall maintain appropriate financial records, and the State reserves the right to audit these records or require the Entity to provide an audit at any time. The Entity agrees to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least three years after the maturity of any Project Bonds, including any bonds issued by the State to refinance such Project Bonds (such term of Bonds expected to be not less than 20 years).

**19.3** The Entity agrees to comply with the provisions of La. R.S 24:513 (H)(2)(a) and shall designate an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.

**ARTICLE XX**
**REQUIRED MATCH**

**20.1** Pursuant to LA R.S. 39:112(E)(2), Entity agrees to provide a match of not less than twenty-five (25) percent of the total requested amount of funding except as provided in LA R.S. 39:112(E)(2)(a) or (b).

**ARTICLE XXI**
**AMENDMENT OF AGREEMENT**

**21.1** Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties.

**ARTICLE XXII**
**REVISIONS TO STATE FUNDING SUMMARY**

**22.1** FP&C may revise the Funding Summary based on the appropriation in the most current Capital Outlay Act and, if applicable, the issuance of a line of credit by the State Bond Commission.

**ARTICLE XXIII**
**PROJECT CLOSEOUT**

**23.1** The Entity shall submit to FP&C a final Request for Disbursement with all invoices, payment applications, change order, etc., on any contract for which FP&C has obligated funding. The Entity shall also submit to FP&C a statement that no additional funds are due to the Entity under this appropriation. Said final Request for Disbursement and statement shall be submitted not later than eighteen (18) months after the date of substantial completion or acceptance of the project.

**23.2** Should the Entity fail to submit the final Request for Disbursement within the time period specified in Section 23.1, then FP&C will consider all obligations as being paid in full to the Entity and the project will be closed.

**THUS DONE AND SIGNED,** this 5th day of April, 2021, at Baton Rouge, Louisiana.

**WITNESSES:**

Sherri L. Parker
FP&C Witness #1 Sign Here

FP&C Witness #2 Sign Here

**STATE OF LOUISIANA**

BY:
**MARK A. MOSES, DIRECTOR**
**FACILITY PLANNING & CONTROL**
**DIVISION OF ADMINISTRATION**

**THUS DONE AND SIGNED,** this 30th day of March, 2021, at Baton Rouge, Louisiana.

**WITNESSES:**

Peggy S Miller
Entity Witness #1 Signature

Peggy S. Miller
Entity Witness #1 Printed Name

Entity Witness #2 Signature

Michael McCarty
Entity Witness #2 Printed Name

**LSU REAL ESTATE AND FACILITIES FOUNDATION**

BY:
**ROBERT STUART, JR.**
**EXECUTIVE DIRECTOR**

**FUNDING SUMMARY**

**THE STATE OF LOUISIANA and**
**LSU Real Estate and Facilities Foundation**
**University Lakes Restoration Project to Address Flood Control, Environmental, Safety, Health and Other Issues (Matching Funds)**
**(East Baton Rouge)**
**FP&C Project No. 50-NQN-20-01**

**REVISION NO.** ______ **Date:**________________

| ACT # | YEAR | DESCRIPTION | STATE CASH | STATE NON-CASH LINE OF CREDIT | OTHER | TOTAL FUNDING |
|---|---|---|---|---|---|---|
| 2 | 2020 FES | Interagency Transfer | $5,000,000 | | | $5,000,000 |
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| **TOTAL** | | | **$5,000,000** | | **$1,666,667** | **$6,666,667** |
| | | **FPC ADMIN.** | **$75,000** | | | |

| | |
|---|---|
| Federal Tax Identification for Entity: | **81-2900408** |

Notes:

1. Planning costs shall not exceed 10% of Construction costs. Miscellaneous costs shall not exceed 5% of Construction costs.
2. Capital Outlay Cash includes General Funds, NRP Bonds, Interagency Transfer, Cash Line of Credit and/or Bonds sold.
3. Total in "Other" column equals required 25% match as reflected in Article XX.
4. The estimated cost of construction is $40,000,000.00 per the 2020-21 Capital Outlay Request.