

AGENDA
(Amended)

LSU BOARD OF SUPERVISORS MEETING

Board Room, LSU System Building
Baton Rouge, Louisiana

1:00 P.M., FRIDAY, DECEMBER 9, 2011

PUBLIC COMMENTS

Public Comments may be made only (1) when they relate to a matter on the agenda and (2) when individuals desiring to make public comments have registered at least one hour prior to the meeting. For additional information see:

<http://www.lsusystem.edu/index.php/board-of-supervisors/public-comments/>

INTEGRATED COMMITTEE MEETINGS

**I. HEALTH CARE AND MEDICAL EDUCATION
COMMITTEE**

Dr. Jack A. Andonie, Chairman

1. Status report on activities at the LSU Health Sciences Centers and the Health Care Services Division

**II. ACADEMIC AND STUDENT AFFAIRS, ACHIEVEMENT
AND DISTINCTION COMMITTEE**

Mr. Roderick K. "Rod" West, Chairman

1. Request approval to create the College of Human Sciences and Education by realigning existing units at LSU
 2. Request authorization for President to approve High Level Autonomy Related to Investments of LSU Campuses Eligible for Such Autonomy under GRAD Act 2.0
-

III. PROPERTY AND FACILITIES COMMITTEE

Dr. John F. George, Chairman

1. Recommendation to approve the Schematic Design of a New Residential Facility at Louisiana State University
2. Recommendation to amend the 2012 Capital Outlay Budget Request and First Year Prioritized Categories for the LSU System to include a project at Louisiana State University
3. Recommendation to approve a Lease Agreement for Construction of North and West Side Tiger Stadium Site Improvements
4. Recommendation to enter into Servitude and Right-of-Way Agreement with the East Baton Rouge Parish Sewerage Commission for installation of sewer force main
5. Report on Board of Regents' Capital Outlay Budget Recommendations for FY 2012-2013
6. Recommendation to authorize a proposed lease agreement for construction of space to house the LSU Health Shreveport – Huey P. Long Medical Center
(out of time submission)

IV. AUDIT COMMITTEE

Mr. Ronald R. Anderson, Chairman

The Audit Committee will meet in the President's Conference Room following the Integrated Committee Meetings and the Board Meeting. The Committee may go into Executive Session in accordance with the provisions of LA. R.S. 42:6.1 A (4)

AGENDA

LSU BOARD OF SUPERVISORS MEETING

(Immediately following the Integrated Committee Meetings)

Friday, December 9, 2011

Mr. Benjamin W. Mount, Chairman

1. Call to Order and Roll Call
2. Invocation and Pledge of Allegiance
3. Oath of Office for new Chairman of the Board – Mr. James Moore officiating
4. Introduction of Faculty and Staff Representatives
5. Approval of the Minutes of the Board Meeting held on October 21, 2011
6. Personnel Actions Requiring Board Approval
7. President's Report
8. Report on Activities of the Board of Regents
9. Reports to the Board
 - A. Health Plan Status Report (Written Report Only)
10. Approval of Consent Agenda Items
 - A. Authorization of the President to approve football post-season additional compensation in accordance with existing Board Policy
 - B. Request approval to award a Posthumous Degree at LSU
 - C. Request approval of the following Endowed Chairs:
LSU
 - Ourso Distinguished Chair in Marketing Strategy in the E. J. Ourso College of Business – Donation - \$1,200,000

- E. J. Ourso Distinguished Chair of Decision and Group Support Systems in the E. J. Ourso College of Business - Donation - \$1,200,000
- Marjory B. Ourso Distinguished Chair of Accounting Systems in the E.J. Ourso College of Business – Donation - \$1,200,000
- William A. Pryor Chair in the College of Science - Donation - \$600,000

LSU in Shreveport

- AEP SWEPCO LaPREP Distinguished Chair in the College of Arts and Sciences - Donation - \$600,000

D. Request approval of the following Endowed Professorships:

LSU

- Shell Professorship in Oceanography / Wetland Studies in the School of the Coast and Environment – Donation - \$300,000
- Dr. Richard Bruch Distinguished Professorship #2 in the College of Science – Donation - \$120,000
- Ourso Professorship of Communication Studies #2 in the Manship School of Mass Communication – Donation - \$120,000
- Ourso Professorship of Communication Studies in the E. J. Ourso College of Business – Donation - \$60,000
- Manuel/Miller Professorship in the E. J. Ourso College of Business Donation - \$60,000
- Doyle Z. Williams Accounting Professorship in the E. J. Ourso College of Business - Donation – 60,000
- Laura Cordell and John P. "Jay" Moffitt Professorship in Geology and Geophysics in the College of Science – Donation - \$60,000

Pennington Biomedical Research Center

- John Henry Hernandez Endowed Professorship in Health Promotion – Donation \$75,000

E. Request approval to drop the B. S. in Family & Consumer Science Education in the College of Agriculture at LSU

- F. Request approval to drop the B. S. in Marketing Education in the College of Agriculture at LSU
- G. Request approval to change the name of the B. S. in General Business Administration to the B. S. in General Business at LSU
- H. Request approval to change the name of the M. S. in Information Systems and Decision Sciences to a M. S. in Analytics at LSU
- I. Request approval from LSU to re-submit to the Board of Regents the following requests for new degree programs:
- Interdisciplinary M. S. in Coastal and Ecological Engineering
 - M. S. in Construction Management
 - Ph.D. in Environmental Sciences
- J. Recommendation to approve construction of General Stadium Improvements to Tiger Stadium pursuant to the 2003 Cooperative Endeavor Agreement with Tiger Athletic Foundation
- K. Recommendation to consent to the lease of property by LSU to Delta Chi Fraternity and consent to Sale of Improvements from Alpha Gamma Rho to Delta Chi
- L. Recommendation to consent to the Assignment and Amendment of Lease and to Sale of Property by Delta Sigma Phi Alumni, Inc. to Alpha Gamma Rho Foundation of Louisiana
- M. Recommendation to enter into Servitude Agreement with Baton Rouge Water Works for water main at Louisiana State University's South Campus
- N. Recommendation to approve a Right-of-Way Instrument with Entergy Louisiana, LLC at Lee Memorial Forest in Sheridan, Louisiana.
- O. Recommendation to accept a Transfer of Land and Improvements on a vacant Department of Health and Hospitals Community Mental Health Site in Alexandria for the benefit of Louisiana State University Alexandria
- P. Recommendation to approve Act of Donation and Acceptance of Property of LBD Development, LLC in Baton Rouge, Louisiana
- Q. Recommendation to approve a lease for the housing of medical students and residents at Chabert Medical Center, Houma, Louisiana

- R. Recommendation to approve a lease with Woman's Hospital to house clinic space for Women's Services
- S. Recommendation to name Pennington Biomedical Research Center's conference room M2077 in the Clinical Research Building the "Donna H. Ryan, M.D. Conference Room"
- T. Recommendation to approve the naming of portions of buildings at Louisiana State University

11. Committee Reports

**I. HEALTH CARE AND MEDICAL EDUCATION
COMMITTEE**

Dr. Jack A. Andonie, Chairman

**II. ACADEMIC AND STUDENT AFFAIRS, ACHIEVEMENT
AND DISTINCTION COMMITTEE**

Mr. Roderick K. "Rod" West, Chairman

III. PROPERTY AND FACILITIES COMMITTEE

Dr. John F. George, Chairman

12. Chairman's Report

13. Adjournment

If you plan to attend any meeting listed on this notice and need assistance because you are disabled, please notify the Office of the LSU Board of Supervisors at (225) 578-2154 at least 7 days in advance of the meeting.



Office of Academic Affairs Agenda Item #1

REQUEST APPROVAL TO CREATE THE COLLEGE OF HUMAN SCIENCES AND EDUCATION BY REALIGNING EXISTING UNITS AT LSU

To: Members of the Board of Supervisors

Date: December 9, 2011

1. Significant Board Matter

This matter is a significant board matter pursuant to the following provisions of Article VII, section 8 of the Bylaws:

D1 Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

2. Summary of the Matter

LSU requests approval to create the College of Human Sciences and Education by realigning existing units with complementary missions. The academic units that will form the new College consist of the following related disciplines that **currently** serve an educational and human-science focus:

College of Education

Department of Educational Theory, Policy, and Practice
Department of Kinesiology
University Laboratory School

College of Agriculture

Child and Family Studies' Faculty in the School of Human Ecology
LSU Preschool in the School of Human Ecology
School of Human Resource Education and Workforce Development

School of Social Work

School of Library and Information Science

As the attached organization chart indicates (Attachment #1), the new College will have six major units as follows:

- 1) School of Education**, consisting of the current faculty in the Department of Educational Theory, Policy, and Practice, two PK3 faculty from the School of Human Ecology, and the LSU Preschool administrator and instructor. The two PK3 faculty from the School of Human Ecology will join three PK3 faculty in the School of Education where the degree has been offered.

- 2) **School of Human Resource Education and Workforce Development**
- 3) **School of Kinesiology**
- 4) **University Laboratory School**
- 5) **School of Library & Information Science**
- 6) **School of Social Work**, consisting of the current School of Social Work faculty and the four Child and Family Studies' faculty currently in the School of Human Ecology in the College of Agriculture.

Background. During the 2010-2011 fiscal year, the University Budget Crisis Committee discussed ways to combine units and expertise with the goal of saving money through greater efficiencies over time by capitalizing on shared resources. Of particular concern to the Committee were units in problematic financial condition because of multiple budget cuts and units that had developed over time missions that overlapped with other units. The Office of Academic Affairs began a series of conversations with appropriate deans in August 2011 to gather information and to determine the feasibility of a realignment. This proposal is the result of more than fifty meetings with directors, faculty, staff, and advisory board members.

The goal of this realignment is to create a high profile college that will have a major impact on the quality of life of the citizens of Louisiana in the areas of education, mental health, health and wellness, and social and human sciences. The reorganization will allow the University to leverage resources, engage expertise, and create partnerships to reduce costs and generate additional revenue through increased federal and state grants and contract support. LSU also anticipates that in its first year, sharing of faculty resources will create major savings for the individual units in staffing graduate-level methodology courses.

In 2010-2011, the five units offering undergraduate and graduate programs had 117 faculty, offered 7 undergraduate and 18 graduate degrees; and enrolled 1,619 undergraduate and 1,016 graduate students. The total budget for these five units was \$11,463, 391. The sixth unit, the University Laboratory School had a annual budget of \$10,787,941 in 2010-2011 and enrolled 1,300 K-12 students. (Attachments 2 and 3).

3. Review of Business Plan

The total budget of the new college will be created from the existing budgets of the six units. By grouping these six units, the University will be better able to create opportunities for shared resources in the areas of public relations, development, recruiting, counseling, and technical support--all expensive investments when attempted as individual units. Two areas of special importance for the college units are grants and contracts and donor support. Both the College of Education and the School of Social Work currently have resources in these two areas that can assist the other units in increasing productivity.

The college will have a full-time dean, a full-time associate dean for undergraduate programs and services, a full-time associate dean for graduate studies and research, a full-time assistant dean for finance and administration, and a senior director of development. These positions, as well as supporting staff and office space, exist in the current units and will be reallocated to the new college. The current interim dean of the College of Education completes her appointment on

July 31, 2012, creating a vacant position for the new, permanent dean. The search for a permanent dean will begin after approval of this proposal.

It is anticipated that one-time costs of approximately \$25,000 to provide new printed materials and to update websites can be covered through coordinating requests and existing budget allocations. The LSU Agricultural Center partially funds one faculty position (29%). An agreement has been made with the Agricultural Center to move this individual 100% into the new College by returning these funds to the LSU Agricultural Center. In addition, there will be three split faculty positions in the School of Human Resource Education and Workforce Development between the new college and the College of Agriculture to support the B.S. in Agricultural Education and students pursuing graduate work through the College of Agriculture.

4. Review of Documents Related to Referenced Matter

This request was initiated by the Executive Vice Chancellor & Provost on the recommendation of the LSU Budget Crisis Committee and approved by the Chancellor. Detailed information about this proposal, including a description of the departments and schools in the new College, admission requirements, degrees offered, budgets, start-up costs, and a timetable for implementation is available for review in the LSU System Office of Academic Affairs.

5. Certification of campus (or equivalent) re. paragraph C, Article VII, Section 8.

Appropriate certification has been provided by the campus.

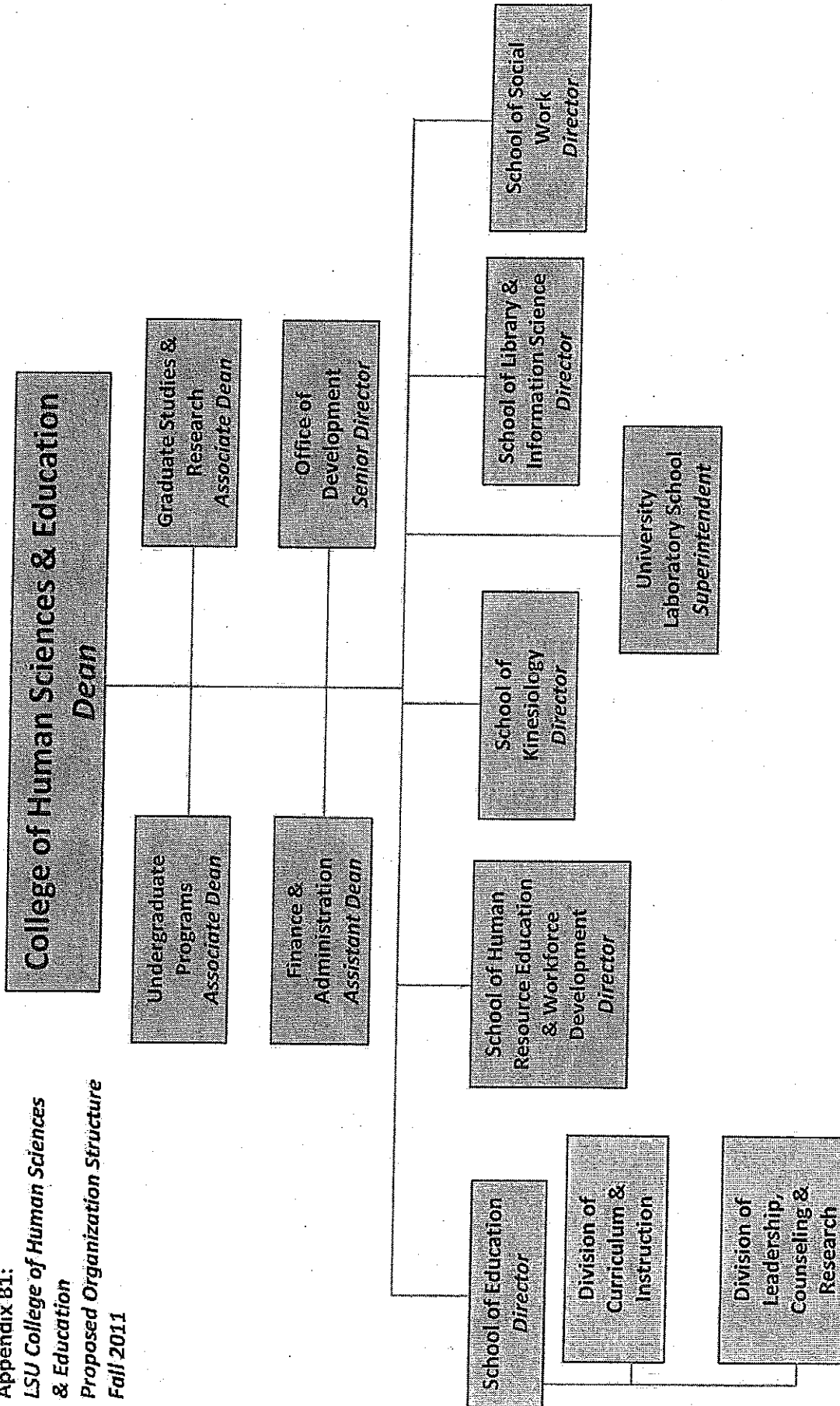
RECOMMENDATION

It is recommended that the Board of Supervisors adopt the following resolution:

“NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College approves LSU’s request to create a new college by realigning existing schools and departments.

Be it further resolved to name the new college as follows: The College of Human Sciences and Education, consisting of the School of Education (formerly the Department of Educational Theory, Policy and Practice), The School of Human Resource Education and Workforce Development, The School of Kinesiology (formerly the Department of Kinesiology), The School of Library and Information Science, The School of Social Work, and the University Laboratory School.”

Appendix B1:
LSU College of Human Sciences
& Education
Proposed Organization Structure
Fall 2011



APPENDIX C: Snapshot of College of Human Sciences and Education:
Fall 2010 Census Data

Unit	Undergrad Enrollment	Graduate Enrollment	Operating Budget	Admin w/Faculty Rank	Asst Prof and Above	Instructors or Associates	Admin/ Professional Employee	Classified Employees	Graduate Assistants	Total SCH
College of Education Dean			\$813,137	1.56			6	5		
ETPP	610	349	\$3,946,245		43.5	5.17	.23	5	38	9,771
Kinesiology	858	111	\$1,871,085		20	5	0	3	23	11,572
SLIS Dean			\$173,309	.75				2		
SLIS	0	191	\$723,133		9.61	0	0	0	4	1,805
Social Work Dean			\$253,511	1.05				0.9		
Social Work	0	222	\$2,756,105		13.85	1	7.2	5	20	3,212
SHREWD	62	123	\$926,867		8.33	0	0	2	2	3,014
Family & Child Studies*	89	20	*		8	0				
Total	1,619	1,016	\$11,463,392	3.36	103.29	11.17	13.79	22.9	87	29,374

Unit	K-12 students	Operating Budget	Admin	Instructor	Librarians, Counselors	Associates	Noncertified And Staff
Lab School	1,300	\$10,787,941	4	91	5	13	15

Source: LSU Enterprise Information System (EIS)

*Note: Family & Child Studies (FCCS) is a division of the School of Human Ecology and totals are provided for students enrolled in the Child & Family Studies B.S and the specialty in the Ph.D. Other data for FCCS are aggregated for the School of Human Ecology and not available through EIS.

APPENDIX D: Degrees Offered in the New College

School of Education: 2 Undergraduate; 11 Graduate

B.S. Early Childhood Education PK-3; B.S. Elementary Education Grades 1-5; M.A.T. Elementary Education Grades 1-5; M.A.T. Secondary Education Grades 6-12; M.A. Education; M.Ed. Guidance (School Counseling); M.Ed. Curriculum and Instruction; M.Ed. Educational Leadership; M.Ed. Special Education; M.Ed. Special Education Gifted; Ed.S. Education; Ph.D. Educational Leadership and Research; and the Ph.D. in Curriculum and Instruction.

School of Kinesiology: 2 Undergraduate; 2 Graduate

B.S. in Kinesiology, B.S. in Sport Administration, M.S. in Kinesiology, and Ph.D. in Kinesiology. A B.S. in Athletic Training is pending with the Louisiana Board of Regents.

School of Human Resource Education and Workforce Development (SHREWD): 2 Undergraduate; 2 Graduate

B.S. in Human Resource Education, B.S. in Business Education, Grades 6-12; M.S. degree in Human Resource Education; Ph.D. degree in Human Resource Education.

School of Library and Information Science (SLIS): 1 Graduate

Master of Library & Information Science (MLIS) degree and has an approved letter of intent for a Ph.D.

School of Social Work: 1 Undergraduate; 2 Graduate

B.S. with concentrations in Child and Family Studies and Early Childhood Administration and Leadership, M.S.W., and SW Ph.D.

Total Undergraduate: 7

Total Graduate: 18

Confirmed by units October 28, 2011.



Office of Academic Affairs Agenda Item #2

Request Authorization for President to approve High Level Autonomy Related to Investments of LSU Campuses Eligible for Such Autonomy under GRAD Act 2.0

To: Members of the Board of Supervisors

Date: December 9, 2011

Pursuant to paragraph D. of Article VII, Section 8 of the Board Bylaws, the following is provided:

1. Significant Board Matter

This is a “significant board matter” pursuant to Board Bylaws Article VII, section 8:

D.1 Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

2. Summary of the Matter

Act 418 of the 2011 Regular Session of the Louisiana Legislature, entitled the Louisiana Granting Resources and Autonomy for Diplomas Act (GRAD Act 2.0) was passed to support the state’s public postsecondary education institutions in remaining competitive and increasing their overall effectiveness and efficiency by providing that the institutions achieve specific, measurable performance objectives aimed at improving college completion and at meeting the state’s current and future workforce and economic development needs by granting the institutions limited operational autonomy and flexibility in exchange for achieving such objectives.

The Board of Regents has previously notified LSU that all LSU campuses meet the requirements for base level autonomy, and this Board has previously delegated to the President the authority to approve participation by any qualifying LSU campus in the base level autonomies, and to certify the ability of each such campus to successfully manage those base level autonomies.

For FY 2011-12, the System has been notified by the Board of Regents that only the LSU A&M campus is eligible to pursue such high level autonomies as this Board and other regulatory entities deem appropriate. High level autonomy includes the authority to invest funds in tax exempt bonds and other taxable governmental bonds issued by any state or a political subdivision or public corporation of any state, provided that such bonds are rated by a nationally recognized rating agency as investment grade. The proposed resolution authorizes the President to approve participation by LSU A&M in the high level autonomy related to investments.

LSU System Office staff have been working with the chancellors and financial staff of LSU A&M and other LSU campuses to prepare revisions to PM-9, the LSU System Investment Policy, which would allow LSU A&M to take advantage of the expanded investment opportunities provided for in the high level autonomy related to investments in accordance with GRAD Act 2. The revised PM-9 will, in addition to allowing for the expanded investment opportunities, contain additional safeguards and expanded reporting requirements to attempt to minimize the additional risks that come with such expanded investment opportunities.

3. Review of Documents Related to Referenced Matter

The revisions to PM-9 are not yet complete, but will be reviewed by LSU System staff prior to final review and possible approval by the President. System Staff have reviewed the requirements of the GRAD Act and the certifications from the Board of Regents for the LSU A&M campus.

ATTACHMENTS

1. Act 418 of the 2011 Regular Session
2. Letter from Board of Regents certifying GRAD Act designation for high-level eligibility

RECOMMENDATION

It is recommended that the Board consider the resolution set forth below.

RESOLUTION

WHEREAS, in accordance with Act 741 of the 2010 Regular Session and Act 418 of the 2011 Regular Session of the Louisiana Legislature, entitled the Louisiana Granting Resources and Autonomy for Diplomas Act (GRAD Act and GRAD Act 2.0), the LSU Board of Supervisors and its institutions entered into six-year agreements with the Board of Regents; and

WHEREAS, section III C (9) of the agreement by and between the LSU Board of Supervisors, for its institutions, and the Board of Regents provides that the Board of Supervisors shall certify annually, through formal Board action, the *operational autonomies the institution is capable of continuing to successfully manage*; and

WHEREAS, Permanent Memorandum (PM) 9 is being revised to expand investment opportunities for high level autonomy initiatives while attempting to minimize the risks associated with such expanded investment opportunities;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that the Board does hereby delegate to its President, Dr. John V. Lombardi, the authority to approve participation by an eligible LSU System campus or institution in the high level autonomy relating to investments provided in the LA GRAD Act of 2011, and the authority to certify the capability of the campus or institution to successfully manage this autonomy; and

BE IT FURTHER RESOLVED that the Board of Supervisors recognizes the authority of the President to take all steps necessary and appropriate to effectuate the certification and implementation of the high level autonomy relating to investments, including as promulgated in Permanent Memorandum (PM) 9, as amended from time-to-time by the President; and

BE IT FURTHER RESOLVED that any campus or institution approved for participation in the high level autonomy relating to investments shall implement the LSU System investment policy contained in PM-9 in full compliance with the GRAD Act and GRAD Act 2.0.

ACT No. 418

Regular Session, 2011

HOUSE BILL NO. 549

BY REPRESENTATIVES TUCKER, ANDERS, ARNOLD, BOBBY BADON, BURFORD, HENRY BURNS, CARMODY, CARTER, CHANDLER, CHANEY, CONNICK, DOVE, DOWNS, EDWARDS, FOIL, GREENE, GUILLORY, HARDY, HARRISON, HOFFMANN, HUTTER, KATZ, LIGI, LITTLE, LOPINTO, LORUSSO, NOWLIN, PEARSON, PONTI, PUGH, RICHARD, RICHARDSON, SCHRODER, SEABAUGH, SMILEY, GARY SMITH, JANE SMITH, ST. GERMAIN, TALBOT, TEMPLET, THIBAUT, AND WILLIAMS AND SENATORS NEVERS AND THOMPSON

Prefiled pursuant to Article III, Section 2(A)(4)(b)(i) of the Constitution of Louisiana.

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AN ACT

To amend and reenact R.S. 17:3139(B), (C)(3)(a) and (5)(introductory paragraph) and (i), (D), (F)(introductory paragraph), (4), (5), and (6), and (G)(1), (2)(introductory paragraph) and (iii), and (3)(introductory paragraph), and 3386(E), and to enact R.S. 17:3139(C)(1)(e) and (5)(j) and (k), and (G)(4), relative to the Louisiana Granting Resources and Autonomy for Diplomas Act; to provide for additional operational autonomies to be granted to public postsecondary education institutions, including but not limited to authority and exemptions relative to budgetary management, capital outlay, risk management, and procurement; to provide relative to legislative review and approval of the granting of certain autonomies; to provide relative to required reporting by public postsecondary education institutions and certain cost data to be included in such reports; to provide relative to renewal periods of institutions' performance agreements by the Board of Regents; to provide relative to the termination of autonomies in certain circumstances; to require achievement of certain standards for retention of first-year students; to require the Board of Regents to report on the standardization of student tracking and records systems and the performance of institutions relative thereto; to provide relative to the retention of certain unused funds by certain institutions; to direct the Louisiana State Law

1 Institute to redesignate certain statutory provisions; to provide for applicability; to
2 provide for an effective date; and to provide for related matters.

3 Be it enacted by the Legislature of Louisiana:

4 Section 1. R.S. 17:3139(B), (C)(3)(a) and (5)(introductory paragraph) and (i), (D),
5 (F)(introductory paragraph), (4), (5), and (6), and (G)(1), (2)(introductory paragraph) and
6 (iii), and (3)(introductory paragraph), and 3386(E) are hereby amended and reenacted and
7 R.S. 17:3139(C)(1)(e) and (5)(j) and (k), and (G)(4) are hereby enacted to read as follows:

8 §3139. Louisiana Granting Resources and Autonomy for Diplomas Act; purpose;
9 agreements; monitoring and renewal; reporting

10 * * *

11 B. Purpose. The purpose of this Section is to support the state's public
12 postsecondary education institutions in remaining competitive and increasing their
13 overall effectiveness and efficiency by ~~providing~~ requiring that the institutions
14 achieve specific, measurable performance objectives aimed at improving college
15 completion and at meeting the state's current and future workforce and economic
16 development needs, by improving the quality and type of data available on these
17 objectives and institutions' respective progress towards them, and by granting the
18 institutions limited operational autonomy and flexibility in exchange for achieving
19 such objectives.

20 C. Performance agreements; objectives. Effective beginning with the 2011
21 Fiscal Year, any public postsecondary education institution, including professional
22 schools, may enter into an initial performance agreement with the Board of Regents
23 in order to be granted limited operational autonomy and flexibility as provided in
24 Subsection F of this Section in exchange for committing to meet established targets
25 for the following performance objectives as applicable to the institution as
26 determined by the Board of Regents:

27 (1)

28 * * *

29 (e) For the purposes of this Section, successful attainment of the student
30 success objectives shall be required for determination by the Board of Regents that

1 an institution has met the short-term targets of the performance agreement as
 2 provided in this Subsection. An institution which has failed to meet its
 3 same-institution graduation rate, program completer, and retention rate targets, as
 4 appropriate for the mission of the institution, shall not be deemed by the Board of
 5 Regents to have met the requirements of its performance agreement for the year.

6 * * *

7 (3) Workforce and economic development. (a) Eliminate academic program
 8 offerings that have low student completer rates as identified by the Board of Regents
 9 or are not aligned with current or strategic workforce needs of the state, region, or
 10 both as identified by the Louisiana Workforce Commission and Louisiana Economic
 11 Development.

12 * * *

13 (5) ~~Submit a report to the Board of Regents, the legislative auditor, and the~~
 14 ~~legislature containing certain organizational data, including but not limited to the~~
 15 ~~following: Each institution annually shall submit a report to the Board of Regents,~~
 16 which shall publish the report on its website, the legislative auditor, the legislature,
 17 and the division of administration containing certain organizational data, including
 18 but not limited to the following:

19 * * *

- 20 (i) A cost performance analysis to include by institution:
- 21 (i) Total operating budget by function, amount, and percent of total, reported
 22 in a manner consistent with the National Association of College and University
 23 Business Officers guidelines.
- 24 (ii) Average yearly cost of attendance as reported to the United States
 25 Department of Education.
- 26 (iii) Average time to degree for completion of academic programs at all
 27 levels.
- 28 (iv) Average cost per degree awarded by degree level.
- 29 (v) Average cost per non-completer by degree program entered.
- 30 (j) All expenditures of the institution for that year.

1 (k) Any additional data requested by the speaker of the House of
 2 Representatives or the president of the Senate.

3 * * *

4 D. Annual review; revocation; modifications. (1) The initial performance
 5 agreement and each subsequent agreement shall be a six-year agreement and shall
 6 be reviewed annually by the Board of Regents. The Board of Regents may revoke
 7 an agreement at any time if it determines that an institution has failed to abide by the
 8 terms of the agreement.

9 (2) The Board of Regents may ~~modify~~ lower the established targets for
 10 performance objectives contained in an institution's performance agreement only in
 11 the event extraordinary circumstances prevent the institution from meeting such
 12 targets. Such modifications shall be subject to approval by the Joint Legislative
 13 Committee on the Budget. The Board of Regents, in consultation with the institution
 14 and its management board, may raise, at the time of the annual review, the
 15 established targets for performance objectives contained in an institution's
 16 performance agreement to continue institutional progress and shall notify the House
 17 Committee on Education and the Senate Committee on Education, in writing, of any
 18 such increases.

19 * * *

20 F. Autonomies granted. ~~Each~~ Notwithstanding any other provision of law to
 21 the contrary, each institution that enters into a performance agreement ~~as provided~~
 22 ~~in this Section shall be granted the following:~~ shall be granted the authorities and
 23 autonomies as provided in this Subsection. However, nothing herein shall suspend
 24 the requirements of R.S. 39:1593.1.

25 * * *

26 (4) ~~A base level of operational autonomy as determined by the Board of~~
 27 ~~Regents subject to the approval by the division of administration which, at a~~
 28 ~~minimum, shall include greater flexibility in:~~

29 (a) ~~Carrying forward unexpended and unobligated funds from one fiscal year~~
 30 ~~to the next:~~

- 1 (b) Procuring information technology products and services.
- 2 (c) Adhering to state travel regulations.
- 3 ~~(5) The Board of Regents, in collaboration with the division of~~
4 ~~administration, shall identify additional operational autonomies, including but not~~
5 ~~limited to exceptions from procurement and construction regulations. However, no~~
6 ~~exception from any provision of the Louisiana Procurement Code or from Chapter~~
7 ~~10 of Title 38 of the Louisiana Revised Statutes of 1950 shall be granted, and, unless~~
8 ~~specifically authorized by the legislature, no design-build contract shall be~~
9 ~~authorized pursuant to this Paragraph. The Board of Regents may grant such~~
10 ~~autonomies to an institution during the initial agreement period if all of the following~~
11 ~~are met:~~
- 12 ~~(a) After three years, the institution has achieved a sufficient number of the~~
13 ~~performance objectives provided in Subsection C of this Section as determined by~~
14 ~~the Board of Regents:~~
- 15 ~~(b) The institution has demonstrated the ability to successfully operate with~~
16 ~~the base levels of autonomies granted by this Section as determined by the Board of~~
17 ~~Regents:~~
- 18 ~~(6)~~ (4) Each postsecondary education management board shall establish
19 criteria for waiving any tuition or mandatory fee increase as authorized in this
20 Subsection in cases of financial hardship. Information relative to such waivers and
21 the criteria and procedures for obtaining a waiver shall be made available to all
22 prospective students in a timely manner such that each student is informed of the
23 availability of a waiver prior to the student making a final decision concerning
24 attendance at any public institution of postsecondary education.
- 25 (5) Operational autonomies. (a) Base level. Notwithstanding any provision
26 of law to the contrary, any institution that is determined by the Board of Regents to
27 have met the short-term targets established in the performance agreement may be
28 granted the autonomies as provided in this Subparagraph; however, no institution
29 shall be granted such an autonomy until after the division of administration
30 determines that for the following year the institution possesses the capacity relevant

1 to the autonomy including, at a minimum, a review of the most recent fiscal audit by
2 the legislative auditor.

3 (i) Authority to retain any funds which remain unexpended and unobligated
4 at the end of the fiscal year for use at the institution's discretion pursuant to R.S.
5 17:3386, and subject to the prior review and approval of the Joint Legislative
6 Committee on the Budget.

7 (ii) Authority to execute contracts up to a value of forty-nine thousand nine
8 hundred ninety-nine dollars within a twelve-month period in accordance with the
9 delegation of authority by the office of contractual review pursuant to R.S. 39:1488.

10 (iii) Authority to identify and dispose of obsolete equipment, excluding
11 vehicles and items deemed by federal law to be of a dangerous nature, up to an
12 original acquisition value of five thousand dollars.

13 (iv) Authority to be excluded from oversight or review by the office of
14 information technology, as provided in R.S. 39:15.3, for purchases with an academic
15 research or classroom instructional purpose.

16 (v) Authority to exclude from its table of organization any position that is
17 fully funded by nonappropriated funds.

18 (b) Intermediate level. Notwithstanding any provision of law to the contrary
19 and in addition to the base level autonomies granted pursuant to Subparagraph (a)
20 of this Paragraph, any institution that is determined by the Board of Regents to have
21 met the short-term targets established in the performance agreement may be granted
22 the autonomies as provided in this Subparagraph; however, no institution shall be
23 granted such an autonomy until after the division of administration determines that
24 for the following year the institution possesses the capacity relevant to the autonomy
25 including, at a minimum, a review of the most recent fiscal audit by the legislative
26 auditor, and the institution has met the Board of Regents' requirements for
27 significantly streamlining its academic service delivery to students to meet regional
28 workforce needs as provided in Item (vi) of this Subparagraph. Any autonomy
29 granted pursuant to this Subparagraph shall be subject to the prior review and
30 approval of the Joint Legislative Committee on the Budget.

1 (i) Notwithstanding the provisions of R.S. 39:1702, authority to procure
2 materials, supplies, equipment, and services through any purchasing agreements
3 established by a not-for-profit cooperative buying organization located in the United
4 States, if such purchasing agreements have been established pursuant to a
5 competitive bid proposal process. Prior to joining a not-for-profit cooperative
6 buying organization, the institution shall publish a notice of intent to join such not-
7 for-profit cooperative buying organization in the official journal of the state and of
8 the parish in which the institution is located. Prior to entering any purchasing
9 agreement with a not-for-profit cooperative buying organization, the institution shall
10 publish a notice of intent to enter such purchasing agreement through a centralized,
11 electronic, interactive environment administered by the division of administration
12 as provided in R.S. 39:1593 and on the institution's website and shall allow fifteen
13 days for interested vendors to submit proposals for the materials, supplies,
14 equipment, or services. The proposals submitted by interested vendors shall adhere
15 to the request for proposal or solicitation issued by the cooperative buying
16 organization. The institution shall review the proposals submitted by interested
17 vendors and compare the proposals to the cooperative buying organization agreement
18 to determine the lowest responsive and responsible vendor. The institution shall
19 utilize the lowest responsive and responsible vendor for the procurement. For
20 purposes of this Item, lowest responsive and responsible bidder shall be defined as
21 set forth in R.S. 39:1591.

22 (ii) Authority to directly administer minor facility capital outlay projects
23 without oversight or control by the office of facility planning and control. For
24 purposes of this Item, minor facilities projects shall mean, in addition to the authority
25 provided in R.S. 39:128, those that do not require the use of and coordination
26 between more than two trades or that do not require the use of the professional
27 services of an architect or engineer pursuant to the provisions of R.S. 39:1482 and
28 1484.

29 (iii) Authority to join an existing cooperative purchasing agreement in
30 accordance with R.S. 39:1702 and Item (i) of this Subparagraph. Prior to joining a

1 not-for-profit cooperative buying organization, the institution shall publish a notice
2 of intent to join such not-for-profit cooperative buying organization in the official
3 journal of the state and of the parish in which the institution is located. Prior to
4 entering any purchasing agreement with a not-for-profit cooperative buying
5 organization, the institution shall publish a notice of intent to enter such purchasing
6 agreement through a centralized, electronic, interactive environment administered
7 by the division of administration as provided in R.S. 39:1593 and on the institution's
8 website and shall allow fifteen days for interested vendors to submit proposals for
9 the materials, supplies, equipment, or services. The proposals submitted by
10 interested vendors shall adhere to the request for proposal or solicitation issued by
11 the cooperative buying organization. The institution shall review the proposals
12 submitted by interested vendors and compare the proposals to the cooperative buying
13 organization agreement to determine the lowest responsive and responsible vendor.
14 The institution shall utilize the lowest responsive and responsible vendor for the
15 procurement. For purposes of this Item, lowest responsive and responsible bidder
16 shall be defined as set forth in R.S. 39:1591.

17 (iv) Authority to use reverse auctions. For purposes of this Item, reverse
18 auction means a competitive online solicitation process on the Internet for products,
19 supplies, services, and other materials in which vendors compete against each other
20 in real time in an open and interactive environment.

21 (v) Authority for the director of purchasing at a college or university to make
22 a determination to use a competitive request for proposal process as provided in R.S.
23 39:1593(C) without the approval of the commissioner of administration or the
24 director of state purchasing.

25 (vi) For purposes of this Subparagraph, for an institution to meet the
26 requirement of significantly streamlining academic service delivery, the institution
27 shall have acted on at least two items from a list approved by the Board of Regents,
28 which shall include the following:

29 (aa) The review of all of its programs and academic offerings and
30 appropriate action to improve those programs and academic offerings through

1 modification, consolidation, or elimination, including consideration of online
2 delivery of academic offerings to meet workforce needs and maximize resources.

3 (bb) The review and streamlining of all course offerings to align with
4 program requirements and facilitate on-time graduation.

5 (cc) If a two-year institution, the review of nonacademic programs and
6 degrees and appropriate action to improve such programs and degrees through
7 modification, consolidation, or elimination, including consideration of online
8 delivery of academic offerings.

9 (dd) If a four-year institution, raised the minimum composite score on the
10 American College Test required for admission to at least two points higher than the
11 Board of Regents baseline appropriate for its type of institution. This requirement
12 shall be notwithstanding a student's grade point average. Opting not to participate
13 in this requirement shall not preclude an institution from implementing minimum
14 admission standards in accordance with Board of Regents policy.

15 (c) High level. Notwithstanding any provision of law to the contrary and in
16 addition to the base level and intermediate level autonomies granted pursuant to
17 Subparagraphs (a) and (b) of this Paragraph, any institution that is determined by the
18 Board of Regents to have met the short-term targets established in the performance
19 agreement may be granted the autonomies as provided in this Subparagraph;
20 however, no institution shall be granted such an autonomy until after the division of
21 administration determines that for the following year the institution possesses the
22 capacity relevant to the autonomy including, at a minimum, a review of the most
23 recent fiscal audit by the legislative auditor and has a one hundred fifty percent of
24 normal-time Integrated Postsecondary Education Data System graduation rate within
25 five percent of the average graduation rate for its classification according to the
26 Southern Regional Education Board.

27 (i) Authority to participate in a pilot procurement code as established by the
28 initial qualifying institution to be in place for an initial period of three years and
29 approved by the division of administration. The initial qualifying institution shall
30 establish any pilot procurement code pursuant to rules and regulations adopted in

1 accordance with the Administrative Procedure Act. An institution granted this
2 autonomy may use this pilot procurement code in lieu of the Louisiana Procurement
3 Code as provided in R.S. 39:15.3, 196 through 200, 1481 through 1526, and 1551
4 through 1755, subject to the prior review and approval of the Joint Legislative
5 Committee on the Budget.

6 (ii)(aa) Exemption from participation in the state's risk management program
7 established by R.S. 39:1527 et seq. and administered by the office of risk
8 management, pursuant to a phased-in plan of implementation as determined by the
9 institution in collaboration with the attorney general and the division of
10 administration, subject to the prior review and approval of the Joint Legislative
11 Committee on the Budget. This exemption shall not include the coverage provided
12 by the state's risk management program pursuant to R.S. 40:1299.39.

13 (bb) Nothing in this exemption shall abrogate, amend, or alter the authority
14 of the attorney general or the Department of Justice under Article IV, Sections 1 and
15 8 of the Constitution of Louisiana or any other provision of law to represent the state
16 and all departments and agencies of state government in all litigation arising out of
17 or involving tort or contract. Any institution that is granted an exemption under this
18 Item shall enter into an interagency agreement with the attorney general and pay the
19 attorney general reasonable attorney fees and expenses incurred in representing the
20 institution.

21 (cc) Nothing in this Item shall be construed as creating any independent or
22 separate cause of action against the state. The state shall continue to be sued only
23 through the exempt institution's management board and cannot be sued in addition
24 to or separately from the exempt institution's management board in any cause of
25 action asserted against the exempt institution. Neither the state nor the office of risk
26 management shall be responsible for payment of any judgment against the exempt
27 institution's management board. The state's obligation to indemnify a covered
28 individual as provided in R.S. 13:5108.1 shall not be performed by the office of risk
29 management.

1 (dd) Any contract between the exempt institution's management board and
2 its insurer shall name the state as an additional insured. Any provision in any
3 contract between the exempt institution's management board and its insurer that
4 conflicts with the provisions of this Section shall be deemed null and void.

5 (ee) Nothing in this Item shall be construed to adversely affect any of the
6 substantive and procedural provisions and limitations applicable to actions against
7 the state, including but not limited to the provisions of R.S. 13:5106, 5107, 5108, 1,
8 and 5112, and R.S. 9:2800 which would continue to apply equally to any exempted
9 institution. Those provisions that will not apply are those that are specifically
10 excluded in this Section. Upon transfer of each line of coverage to the exempted
11 institution under this Section, the provisions of R.S. 39:1527 et seq., as well as the
12 provisions of R.S. 13:5106(B)(3)(c), shall not apply to the line of coverage so
13 transferred, nor to any claims asserted against the exempted institution within the
14 transferred line of coverage.

15 (iii) Notwithstanding the provisions of R.S. 39:113, authority to administer
16 all facilities projects funded with self-generated revenue, federal funds, donations,
17 grants, or revenue bonds, including all projects falling under R.S. 39:128; however,
18 excluding those projects falling under R.S. 39:128, these projects shall not be
19 exempted from the capital outlay budget or any requirements as pertains thereto.

20 (iv) Authority to invest funds as defined by R.S. 49:327(C), in addition to
21 those instruments laid out in R.S. 49:327(B)(1), in tax exempt bonds and other
22 taxable governmental bonds issued by any state or a political subdivision or public
23 corporation of any state, provided that such bonds are rated by a nationally
24 recognized rating agency as investment grade. The investment policy governing
25 such investment as defined by R.S. 49:327(C)(1)(b) shall define the allocation of
26 funds among instruments and the term of maturity of the instruments, subject to the
27 prior review and approval of the investment advisory committee. If an institution
28 pursuant to the Board of Regents' annual review is either no longer meeting its
29 short-term targets or is determined by the division of administration to no longer
30 possess the capacity relevant to this autonomy, or both, authority to invest additional

1 funds shall be limited to those instruments defined by R.S. 49:327(B)(1) and (C), and
2 shall exclude further investments in tax exempt bonds and other taxable government
3 bonds issued by any state or a political subdivision or public corporation of any state.

4 (6)(a) Any operational autonomies granted to an institution pursuant to this
5 Subsection shall terminate immediately upon revocation of the institution's six-year
6 performance agreement by the Board of Regents. The Board of Regents shall notify
7 the Joint Legislative Committee on the Budget of any such revocation of a
8 performance agreement.

9 (b) Any operational autonomy granted to an institution pursuant to this
10 Subsection shall terminate immediately upon determination by the division of
11 administration that an institution has failed to maintain the operational capacity
12 relevant to that autonomy. The division of administration shall notify the Joint
13 Legislative Committee on the Budget of any institution's failure to maintain the
14 operational capacity relevant to any previously granted operational autonomy.

15 G. Monitoring; reporting; renewal. (1) The Board of Regents annually shall
16 monitor and report to the legislature and the governor on each participating
17 institution's progress in meeting the established targets for performance objectives
18 as specified in Subsection C of this Section. At the end of the ~~initial agreement~~
19 ~~period~~ first six years and each subsequent ~~agreement~~ six-year period, the Board of
20 Regents shall determine whether to recommend renewal of an institution's
21 performance agreement subject to the approval of the Joint Legislative Committee
22 on the Budget. Such determination shall be based on the recommendations of a
23 review panel established by the Board of Regents to conduct a comprehensive review
24 and evaluation of the institution's progress in meeting the performance objectives.
25 The composition of the review panel shall be the same as is provided in R.S.
26 17:3138(C) with the addition of two representatives from the business community,
27 who each possess a postsecondary degree, one recommended by the speaker of the
28 House of Representatives and one recommended by the president of the Senate.

1 (2) If an institution's initial performance agreement is renewed ~~for a second~~
2 ~~six-year period; after six years,~~ the institution in exchange shall:

3 * * *

4 (iii) A graduation rate of at least fifty percent for any institution classified
5 as a "Four-Year 3", "Four-Year 4", ~~or "Four-Year 5"~~, or "Four-Year 6" institution by
6 the Southern Regional Education Board.

7 * * *

8 (3) If an institution's performance agreement is renewed ~~for subsequent~~
9 ~~periods following the first renewal period; after six years,~~ the institution in exchange
10 shall:

11 * * *

12 (4) The Board of Regents shall inventory all institutional student records
13 systems and recommend a plan to standardize and integrate such systems to include
14 student transcript analysis and degree auditing components. This system shall
15 include all undergraduate students and at a minimum and by student, the number of
16 course credits earned, the number of course credits needed for degree completion,
17 a time line for successful degree completion that shows if the student is behind, on
18 track, or ahead, and course credits needed as determined by the student's declared
19 area of concentration. The Board of Regents shall report on the progress of such
20 standardization to the legislature and the division of administration sixty days prior
21 to the 2012 Regular Session of the Legislature of Louisiana and annually thereafter
22 on the performance of qualifying institutions at achieving on-time graduation based
23 on the student tracking and records system. The report shall be posted on the Board
24 of Regents' website and shall be made easily accessible to the public.

25 * * *

26 §3386. Surplus funds; retention; use; exceptions

27 * * *

28 E. ~~The provisions of this Section requiring at least fifty percent of retained~~
29 ~~funds to be maintained in a reserve fund and used only for preventative maintenance~~
30 ~~purposes and prohibiting more than two percent of certain state general fund~~

1 ~~appropriations or allocations from being carried forward shall not apply to any public~~
2 ~~postsecondary education institution entering into a~~ Notwithstanding any provision
3 ~~of law to the contrary, an institution that is determined by the Board of Regents to~~
4 ~~have met the short-term targets established in the performance agreement entered~~
5 ~~into pursuant to R.S. 17:3139 if the agreement so provides;~~ may retain any funds
6 appropriated or allocated to such college, university, or consortium thereof,
7 excluding those as specified in Subsection C of this Section, which remain
8 unexpended and unobligated at the end of the fiscal year, in accordance with R.S.
9 17:3139(F)(5)(a)(i) and such funds shall be used at the institution's discretion.

10 Section 2. The Louisiana State Law Institute is hereby directed to designate Sections
11 3121 through 3138 of Chapter 24 of Title 17 of the Louisiana Revised Statutes of 1950 as
12 "Part I. General Provisions" and Section 3139 of Chapter 24 of Title 17 of the Louisiana
13 Revised Statutes of 1950 as "Part II. Louisiana Granting Resources and Autonomy for
14 Diplomas Act". The institute generally shall designate each Subsection in R.S. 17:3139 as
15 a Section in Part II of Chapter 24 and make appropriate adjustments to designations and
16 citations throughout.

17 Section 3. This Act shall become effective upon signature by the governor or, if not
18 signed by the governor, upon expiration of the time for bills to become law without signature
19 by the governor, as provided by Article III, Section 18 of the Constitution of Louisiana. If
20 vetoed by the governor and subsequently approved by the legislature, this Act shall become
21 effective on the day following such approval.

SPEAKER OF THE HOUSE OF REPRESENTATIVES

PRESIDENT OF THE SENATE

GOVERNOR OF THE STATE OF LOUISIANA

APPROVED: _____

III. PROPERTY AND FACILITIES COMMITTEE

Dr. John F. George, Chair
Mr. Raymond J. Lasseigne, Vice Chair

Mr. R. Blake Chatelain
Mr. Garret "Hank" Danos
Mr. Stanley J. Jacobs
Mr. James W. Moore, Jr.
Mr. Roderick K. "Rod" West
Mr. Robert "Bobby" Yarborough

AGENDA (Amended)

1. Recommendation to approve the Schematic Design of a New Residential Facility at Louisiana State University
2. Recommendation to amend the 2012 Capital Outlay Budget Request and First Year Prioritized Categories for the LSU System to include a project at Louisiana State University
3. Recommendation to approve a Lease Agreement for Construction of North and West Side Tiger Stadium Site Improvements
4. Recommendation to enter into Servitude and Right-of-Way Agreement with the East Baton Rouge Parish Sewerage Commission for installation of sewer force main
5. Report on Board of Regents' Capital Outlay Budget Recommendations for FY 2012-2013
6. Recommendation to authorize a proposed lease agreement for construction of space to house the LSU Health Shreveport – Huey P. Long Medical Center
(out of time submission)



RECOMMENDATION TO APPROVE THE SCHEMATIC DESIGN OF A NEW RESIDENTIAL FACILITY AT LOUISIANA STATE UNIVERSITY

To: Members of the Board of Supervisors

Date: December 9, 2011

Pursuant to Article VII, Section 8, D.5(c) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.5(c) Such other matters that are not expressly delegated herein or hereafter by the Board to the President or equivalent and which reasonably should be considered to require Board approval as generally defined above and as construed in light of the illustrative listings.

1. Summary of Matter

The proposed new Residential Facility will contain approximately 350 additional beds for students wishing to live on campus. Due to the demand for on-campus housing, the University has had a waiting list for the last two years and had to re-open Kirby Smith Hall as a temporary solution until new facilities can be constructed.

This project is the first of two planned facilities to be constructed that will eventually add an additional 700 beds to the existing housing inventory.

The new facility will be located in the southeast corner of the Hart Parking Lot, adjacent to Kirby Smith Hall and the Enchanted Forest. This area was chosen due to its proximity to a dining facility and existing parking to support student service needs. The location and Schematic Design were approved by the University's Facility Development & Design Committee at its meeting on Thursday, October 13, 2011.

2. Review of Business Plan

Not applicable.

3. Fiscal Impact

The estimated cost of the construction is approximately \$20,800,000. The total cost and expenses shall be paid by the sale of Revenue Bonds for the purpose of supporting the design, construction and related expenses associated with the building. Re-payment of the Revenue Bonds will be from revenues generated from rental income from students occupying the new facility.

4. Description of Competitive Process

Project will comply with public bid laws.

5. Review of Legal Documents

None.

6. Parties of Interest

None.

7. Related Transactions

None.

8. Conflicts of Interest

None.

ATTACHMENTS:

- Letter from Chancellor Martin
- Schematic Design Presentation

RECOMMENDATION

It is recommended that the LSU Board of Supervisors adopt the following resolution:

“NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby acknowledge that the Residential Facility to be constructed at the Hart Parking Lot is in general compliance with the Campus Design Guidelines and hereby delegates the approval of the detailed plans and specifications to the Assistant Vice President and University Architect, or his designee.”



LOUISIANA STATE UNIVERSITY

Office of the Chancellor

To: John V. Lombardi
President
LSU System

Date: November 8, 2011

From: 
Michael Martin
Chancellor

**Subject: Recommendation to Approve Construction of General Stadium
Improvements to Tiger Stadium Pursuant to the 2003 Cooperative
Endeavor Agreement with Tiger Athletic Foundation**

Attached for your review is a resolution to approve the construction of general improvements to Tiger Stadium pursuant to the terms of the 2003 Cooperative Endeavor Agreement between the Board of Supervisors and Tiger Athletic Foundation. The improvements will include two maintenance items, the resurfacing of the exterior concrete walls and replacement of existing fencing and exterior lighting. TAF has or will obtain sufficient funds to cover the estimated cost of \$2,000,000 for the design and stadium improvements.

It is requested that the resolution be forwarded to the Board of Supervisors for placement on the December 2011 meeting agenda.

Please let me know if you need additional information.



LOUISIANA STATE UNIVERSITY

CAMPUS CORRESPONDENCE

To: Michael Martin
Chancellor

Date: November 7, 2011

From: Eric N. Monday
Vice Chancellor for
Finance and Administrative Services & CFO

**Subject: Recommendation to Approve Construction of General Stadium
Improvements to Tiger Stadium Pursuant to the 2003 Cooperative
Endeavor Agreement with Tiger Athletic Foundation**

Attached for your review and subsequent transmittal to President Lombardi is a resolution requesting approval of the construction of general improvements to Tiger Stadium pursuant to the terms of the 2003 Cooperative Endeavor Agreement between the Board of Supervisors and Tiger Athletic Foundation. The improvements will include two maintenance items, the resurfacing of the exterior concrete walls and replacement of existing fencing and exterior lighting. TAF has or will obtain sufficient funds to cover the estimated cost of \$2,000,000 for the design and stadium improvements.

I respectfully request, should you concur, that the resolution be forwarded to President Lombardi for placement on the December 2011 Board of Supervisors' meeting agenda.

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

Attachments



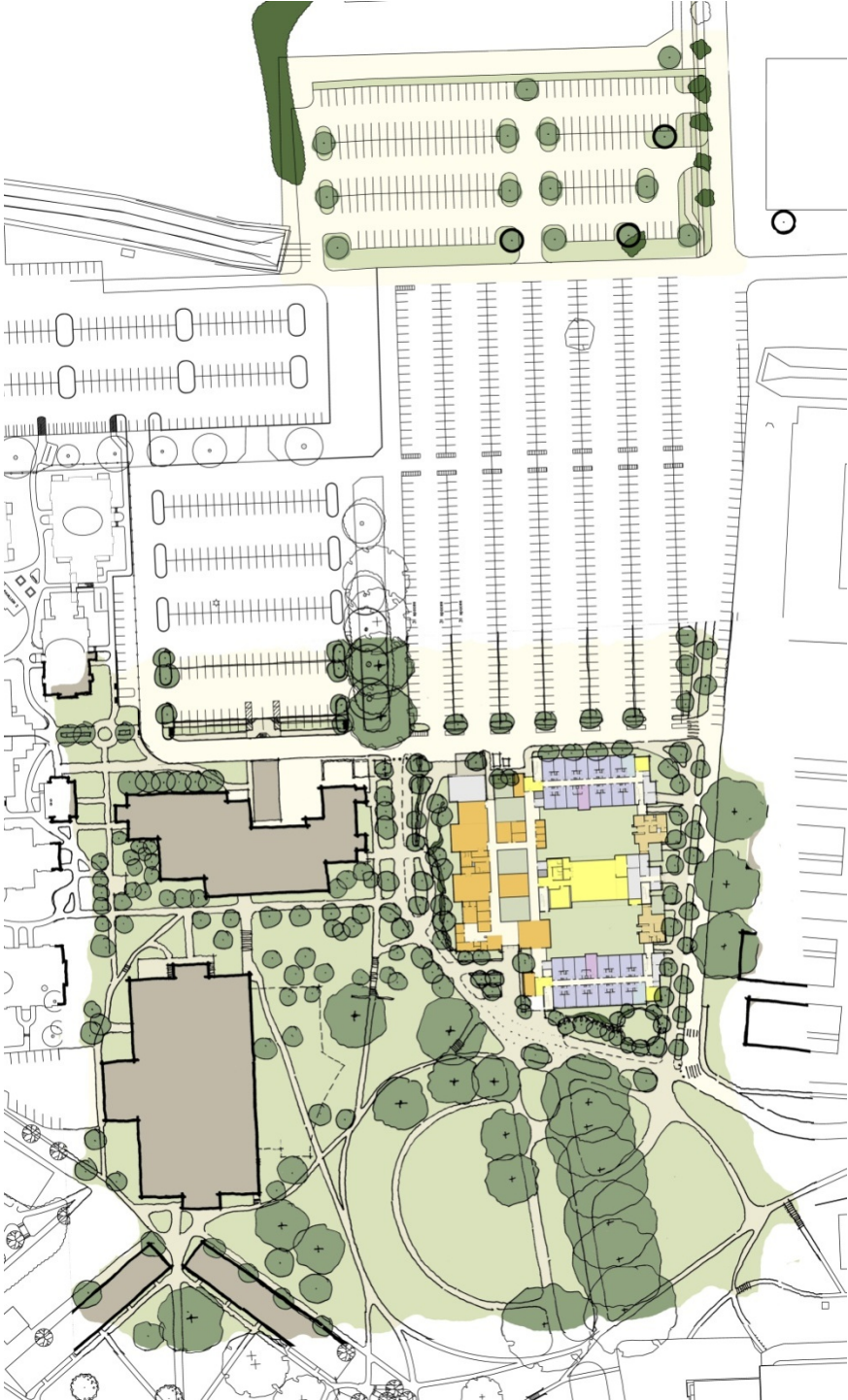
New Residence Hall

Schematic Design Submittal
October 13, 2011

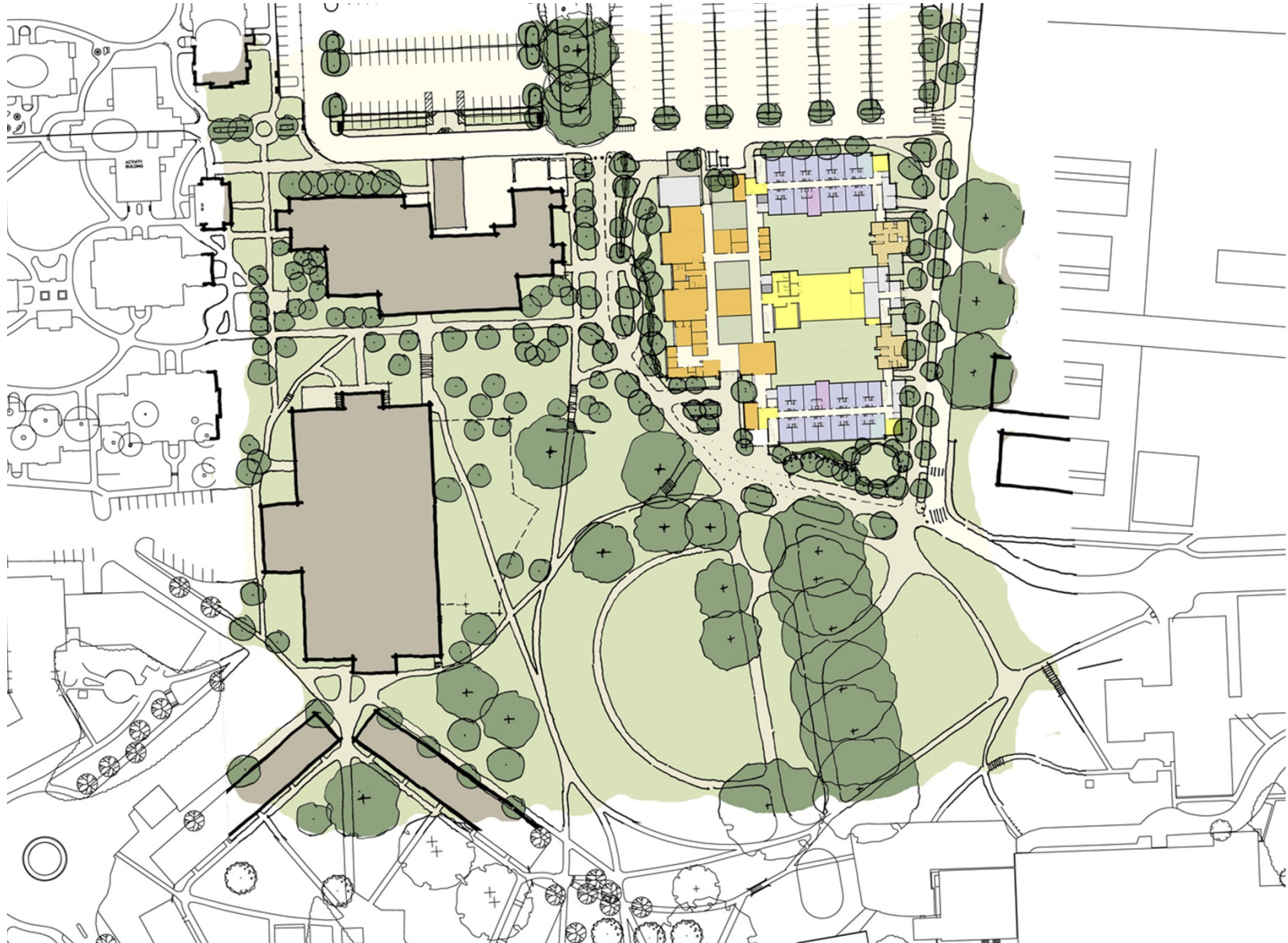
SITE VICINITY



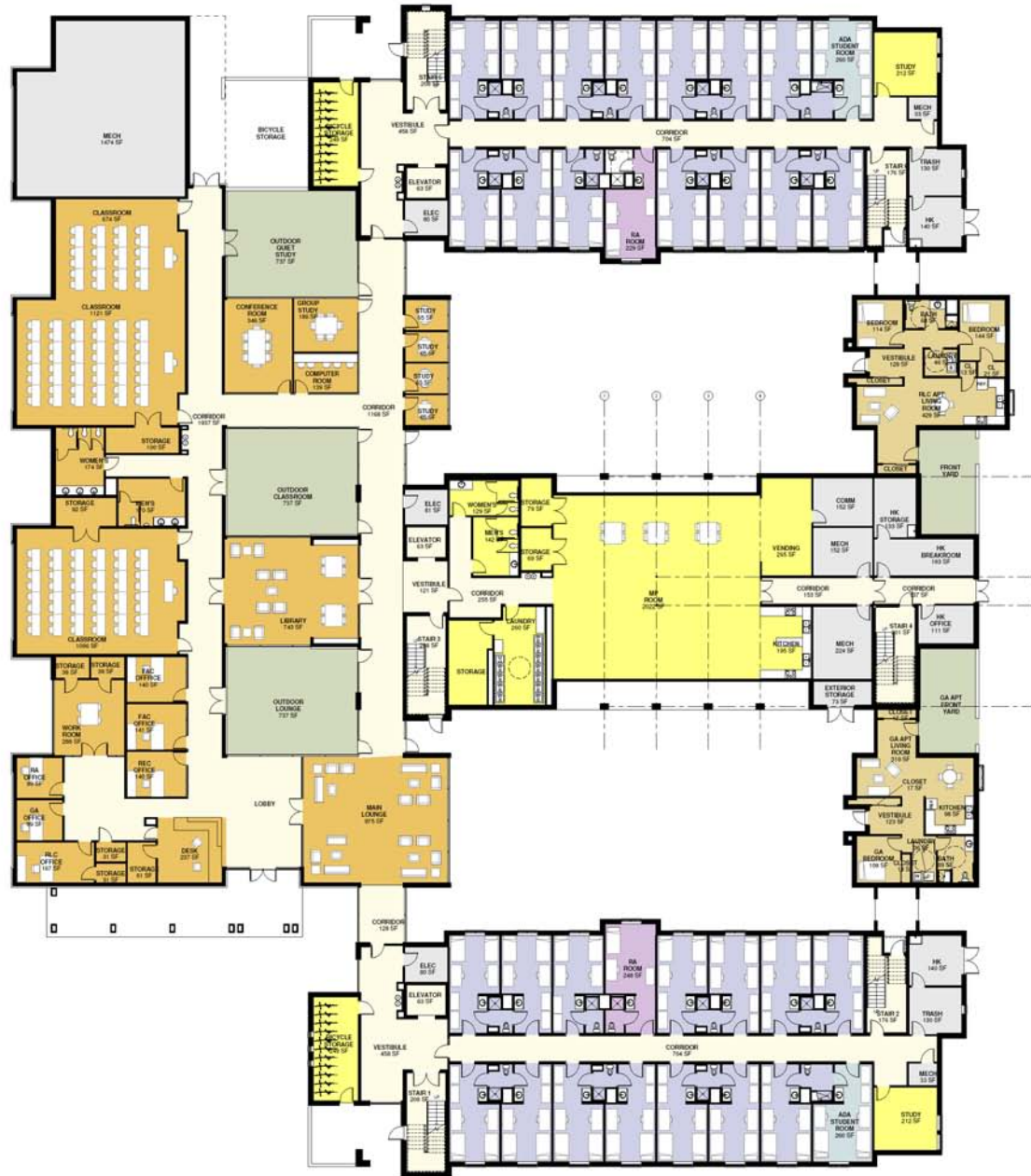
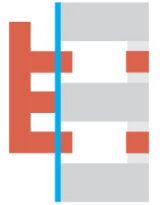
HART SITE EXPANDED



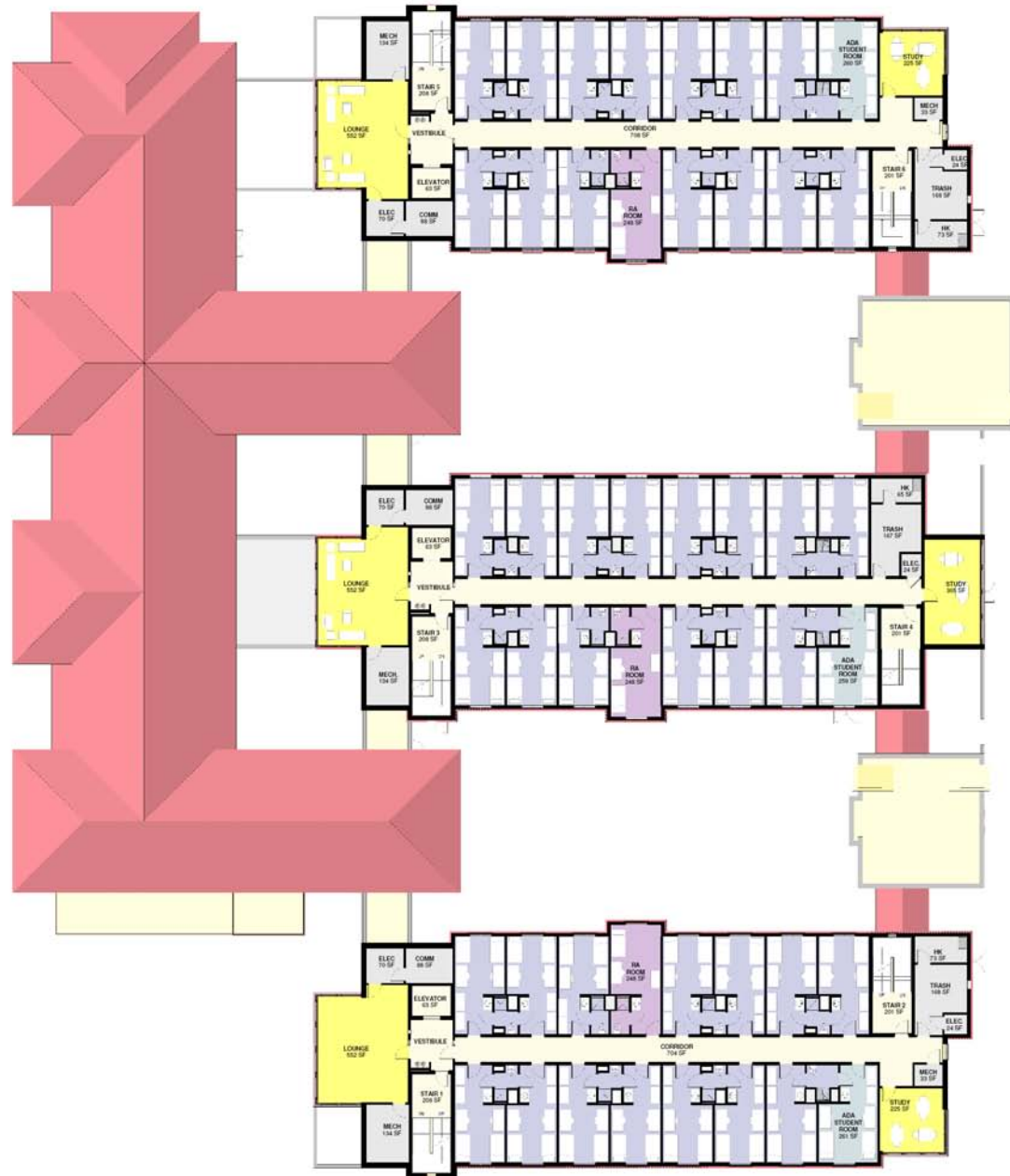
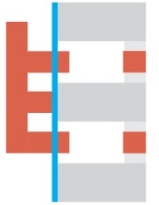
HART SITE DETAILED



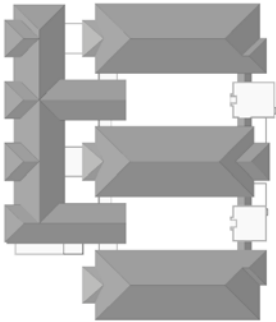
HART SITE – GROUND FLOOR



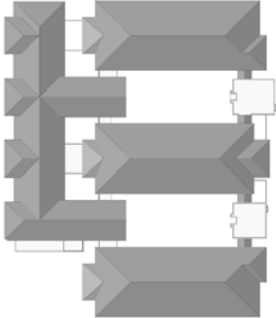
HART SITE – TYPICAL FLOOR



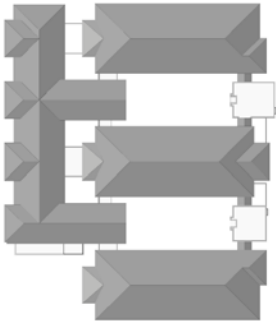
HART SITE – WEST ELEVATION



HART SITE – SOUTH ELEVATION



HART SITE – EAST ELEVATION



HART SITE



HART SITE ENTRANCE







**RECOMMENDATION TO AMEND THE
2012 CAPITAL OUTLAY BUDGET REQUEST AND
FIRST YEAR PRIORITIZED CATEGORIES
FOR THE LSU SYSTEM TO INCLUDE A PROJECT
AT LOUISIANA STATE UNIVERSITY**

To: Members of the Board of Supervisors

Date: December 9, 2011

Pursuant to Article VII, Section 8, G.1 and G.2 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

G.1 Capital outlay requests need not be submitted in accordance with the procedures of this Section. Board approval of any capital outlay request or item, or approval of an operating budget, shall not be considered direct or indirect approval.....

G.2 Capital outlay prioritization must be approved by the Board or by the Executive Committee.

1. Summary of Matter

Project is for the complete renovation of the 260,000 sq. ft. Taylor Hall plus new construction of 150,000 sq. ft. Project will support engineering education and research.

2. Review of Business Plan

Not applicable.

3. Fiscal Impact

Not applicable.

4. Description of Competitive Process

Not applicable.

5. Review of Legal Documents

Not applicable.

6. Parties of Interest

None.

7. Related Transactions

None.

8. Conflicts of Interest

None.

ATTACHMENTS:

- Memorandum from Chancellor Michael Martin
- Project Description Sheet
- Revised Five Year Plan
- Revised First Year Prioritized Project List

RECOMMENDATION

It is recommended that the LSU Board of Supervisors adopt the following resolution:

"NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that the 2012-2013 Capital Outlay Budget Request and First Year Prioritized Categories for the Louisiana State University System be amended to include the below listed project:

Louisiana State University

Patrick Taylor Hall Renovation & Expansion

\$50,000,000- General Obligation Bonds (Supplemental Funds)

\$14,000,000- Self Generated Funds (Supplemental Funds)

\$64,000,000 Total Supplemental Funds"



LOUISIANA STATE UNIVERSITY

CAMPUS CORRESPONDENCE

To: Mike Martin
Chancellor

Date: November 7, 2011

From: Eric N. Monday
Vice Chancellor for Finance and
Administrative Services & CFO

Subject: LSU FY 12-13 Capital Outlay Amended Submission

Enclosed are the supporting documents that reflect the University's FY 2012-2013 amended Capital Outlay Budget Request. Pursuant to discussion with LSU System Office staff, the following documents have been amended to reflect recent changes in priorities for "New" projects.

1. Five (5) Year Plan
2. Facility Planning & Control (eCORTS forms)

New Projects Listed:

- Patrick Taylor Hall Renovation & Expansion

3. Project Description Sheet(s)

The Taylor Hall project request by the University is for an additional \$64 million in funding approval, although the estimated total project cost is \$100 million. Under ACT 22 of 2011, this project received approval for \$36 million in self-generated funds that does not need to be requested again in this application.

Due to the timing of this submittal, this will be considered a "late submittal" and will require additional approvals beyond the Board of Supervisors and Board of Regents. Below is an excerpt copied from the Facility Planning & Control's website regarding "late submittals."

Project requests must be submitted by November 1 of each year for evaluation and possible inclusion in the capital outlay budget and capital outlay act for the next fiscal year. Capital outlay budget requests submitted after November 1 may be included within the capital outlay act if the project meets all of the applicable requirements except for time of submission and if:

- *the project is an economic development project recommended in writing by the secretary of the Department of Economic Development or is an emergency project recommended in writing by the commissioner of administration.*

- *the project has been approved by the Joint Legislative Capital Outlay Committee.*

LSU, in consultation with System staff, will work to obtain the necessary additional approvals if the LSU Board of Supervisors approves the amended submission.

Should you concur, please forward the request to President Lombardi for placement on the agenda for the December 2011 Board of Supervisors meeting.

If there are any questions, please do not hesitate to contact me.

Attachments



LOUISIANA STATE UNIVERSITY

Office of the Chancellor

To: John V. Lombardi
President
LSU System

Date: November 8, 2011

From: 
Mike Martin
Chancellor

Subject: LSU FY 12-13 Capital Outlay Amended Submission

Enclosed are the supporting documents that reflect the University's FY 2012-2013 amended Capital Outlay Budget Request. Pursuant to discussion with LSU System Office staff, the following documents have been amended to reflect recent changes in priorities for "New" projects.

1. Five (5) Year Plan
2. Facility Planning & Control (eCORTS forms)

New Projects Listed:

- Patrick Taylor Hall Renovation & Expansion

3. Project Description Sheet(s)

The Taylor Hall project request by the University is for an additional \$64 million in funding approval, although the estimated total project cost is \$100 million. Under ACT 22 of 2011, this project received approval for \$36 million in self-generated funds that does not need to be requested again in this application.

Due to the timing of this submittal, this will be considered a "late submittal" and will require additional approvals beyond the Board of Supervisors and Board of Regents. LSU, in consultation with System staff, will work to obtain the necessary additional approvals if the LSU Board of Supervisors approves the amended submission.

It is requested that the amended Capital Outlay Budget Request be forwarded to the Board of Supervisors for placement on the agenda for the December 2011 Board of Supervisors meeting.

Attachments

**LOUISIANA STATE UNIVERSITY SYSTEM
FIVE-YEAR CAPITAL OUTLAY PLAN**

LOUISIANA STATE UNIVERSITY		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	TOTAL
E-1	Main Campus: Sewer Line Replacement	\$455,000	\$4,066,000				\$4,521,000
E-2	Life Science Annex: Partial Roof Replacement and Waterproofing	\$930,000					\$930,000
E-3	Patrick Taylor Hall Roof Replacement	\$1,840,000					\$1,840,000
SG-1	Res Life: New Residence Hall (RB)	\$65,000,000					\$65,000,000
SG-2	University Recreation: Facility Expansion & Additions(RB)	\$84,750,000					\$84,750,000
SG-3	Res Life: Evangeline Hall Renovation(RB)	\$16,600,000					\$16,600,000
SG-4	Res Life: Miller & Herget Halls, Replace Chillers (SG)	\$1,650,000					\$1,650,000
SG-5	Dean French House Renovations (SG)	\$2,100,000					\$2,100,000
SG-6	Hatcher Hall: Basement Renovations (SG)	\$620,000					\$620,000
C-1	South Campus Land Acquisition	\$8,750,000					\$8,750,000
1	Patrick Taylor Hall Renovation and Expansion- Supplemental Funding (\$14M SG and \$50M GOB)	\$8,100,000	\$53,415,000	\$2,485,000			\$64,000,000
2	Howe-Russell-Kniffen Geoscience (West) Renovation	\$2,500,000	\$20,962,000	\$1,213,000			\$24,675,000
3	Atkinson Hall Renovation	\$1,500,000	\$15,835,000	\$900,000			\$18,235,000
4	College of Engineering, Chemical Engineering Building (\$19M SG and \$19 GOB)	\$19,869,000	\$16,349,143	\$900,800			\$37,118,943
5	Choppin Hall Renovations	\$4,200,000	\$35,175,000	\$2,000,000			\$41,375,000
6	Prescott Hall Renovation	\$1,500,000	\$12,810,000	\$450,000			\$14,760,000
7	Military and Air Science Renovation		\$760,000	\$6,068,000	\$757,000		\$7,585,000
8	Allen Hall Renovation		\$1,604,300	\$12,836,400	\$1,604,300		\$16,045,000
9	Veterinary Medicine: Large Equipment Replacement		\$2,760,000				\$2,760,000
10	Science & Instruction Bldg.		\$4,150,400	\$33,204,200	\$4,150,400		\$41,505,000
11	H.P. Long Renovation		\$2,285,500	\$18,284,000	\$2,285,500		\$22,855,000
12	Energy, Coast and Environment Annex			\$4,606,700	\$36,856,600	\$4,606,700	\$46,070,000
13	Math and Lecture Hall			\$4,410,100	\$35,284,800	\$4,410,100	\$44,105,000
14	Library-Remote Storage Facility			\$328,500	\$2,627,200	\$328,500	\$3,284,200
15	Human Ecology Addition			\$745,400	\$5,964,200	\$745,400	\$7,455,000
16	Foster Hall Renovation			\$2,079,900	\$16,645,200	\$2,079,900	\$20,805,000
17	Veterinary Medicine-Biomedical Research Facility			\$3,120,700	\$24,963,600	\$3,120,700	\$31,205,000
18	Pleasant Hall Renovation				\$1,420,700	\$11,368,400	\$12,789,100
19	Foster Hall Addition-Natural Science				\$2,009,500	\$16,072,000	\$18,081,500
20	Veterinary Medicine-Clinical and Instruction Facility					\$2,116,500	\$2,116,500
TOTAL:		\$220,364,000	\$170,172,343	\$93,632,700	\$134,569,000	\$44,848,200	\$663,586,243
LSU AGRICULTURAL CENTER		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	TOTAL
1	Animal and Food Science Facilities Renovation and Modern. - Ph III	\$530,000	\$5,830,000	\$400,000			\$6,760,000
2	Animal and Food Science Facilities Renovation and Modern. - Ph IV	\$500,000	\$6,075,000				\$6,575,000
3	Animal and Food Science Facilities Renovation and Modern. - Ph V	\$474,000	\$6,189,000				\$6,663,000
4	Livestock Education Facility	\$5,000,000					\$5,000,000
5	Greenhouse Facilities Relocation and Departmental Renovations		\$1,235,000	\$13,585,000	\$780,000		\$15,600,000
6	Biological and Agricultural Engineering Building		\$1,248,000	\$13,728,000	\$364,000		\$15,340,000
7	Research Support Facilities/Solid Waste Management Facilities		\$1,760,000				\$1,760,000
8	Shop and Storage Buildings Replacement (Crowley)		\$1,170,000				\$1,170,000
9	Distance Learning Center and Regional Office (Bossier)		\$1,482,000				\$1,482,000
10	Parker Coliseum Renovations				\$2,170,000	\$23,870,000	\$26,040,000
11	4H Educational Center					\$22,500,000	\$22,500,000
TOTAL:		\$6,504,000	\$24,989,000	\$27,713,000	\$3,314,000	\$46,370,000	\$108,890,000

E - Emergency SG - Self-Generated
C - Continuing GOB - General Obligation Bonds
RB- Revenue Bonds FED - Federal Funds

**LOUISIANA STATE UNIVERSITY SYSTEM
FIVE-YEAR CAPITAL OUTLAY PLAN**

LSU AT ALEXANDRIA		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	TOTAL
E	Network & Telephone Cabling Infrastructure	\$2,905,353					\$2,905,353
E	Drainage Outfall Improvements, Part 2	\$427,443	\$4,701,876				\$5,129,319
1	Business and Education Building	\$1,062,200	\$12,002,352				\$13,064,552
2	Library Flooring Asbestos Abatement and General Refurbishing	\$993,552					\$993,552
3	Renovation of Oakland Hall	\$315,000	\$4,265,000				\$4,580,000
	TOTAL:	\$5,703,548	\$20,969,228	\$0	\$0	\$0	\$26,672,776
LSU AT EUNICE		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	TOTAL
E	Replacement of Science Laboratory Fume Hoods	\$1,490,048					\$1,490,048
1	Replacement of Hundley Hall Chillers	\$985,000					\$985,000
2	Science Building Renovations	\$781,490	\$8,711,390	\$500,000			\$9,992,880
3	Financial Aid Office Renovations	\$308,750					\$308,750
4	Library Renovations		\$270,250	\$3,030,250			\$3,300,500
5	H & PE Building Renovations			\$287,500	\$3,220,000		\$3,507,500
6	Physical Plant/Central Receiving Facility				\$230,000	\$2,645,000	\$2,875,000
7	Child Day Care Center				\$88,150	\$969,650	\$1,057,800
	TOTAL:	\$3,565,288	\$8,981,640	\$3,817,750	\$3,538,150	\$3,614,650	\$23,517,478
LSU HEALTH SCIENCES CENTER - NEW ORLEANS		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	TOTAL
C-1	Life Safety Generator and Associated Electrical Equipment Upgrades, Uptown Campus (Revised scope. No additional funds requested)	\$0					\$0
C-2	Facilities Renovation (Revised description. No additional funds requested) (FED)	\$0					\$0
1	Dental School Mechanical, Electrical Systems Modernization and ADA Improvement	\$1,430,528	\$8,106,323				\$9,536,851
2	MEB Exhaust Upgrade		\$996,610	\$8,969,492			\$9,966,102
	TOTAL:	\$1,430,528	\$9,102,933	\$8,969,492	\$0	\$0	\$19,502,953

**LOUISIANA STATE UNIVERSITY SYSTEM
FIVE-YEAR CAPITAL OUTLAY PLAN**

LSU HEALTH SCIENCES CENTER - SHREVEPORT		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	TOTAL
E-1	High Voltage Electrical Distribution System Upgrade	\$5,400,000					\$5,400,000
E-2	Replacement of Functionally Obsolete Hospital Equipment (Shreveport)	\$15,019,156					\$15,019,156
E-3	Replacement of Functionally Obsolete Hospital Equipment (E.A. Conway)	\$6,372,500					\$6,372,500
E-4	Replacement of Functionally Obsolete Hospital Equipment (Huey P. Long)	\$3,020,000					\$3,020,000
E-5	Huey P. Long Medical Center Relocation / Airpark Renovations	\$2,111,500	\$23,226,500		\$6,283,000		\$31,621,000
C	Feist-Weiller Cancer Research Building (Shreveport)	\$40,700,000		\$10,600,000			\$51,300,000
1	Hospital Acute Care Patient Tower (Shreveport)	\$6,810,978	\$74,920,758			\$10,078,550	\$91,810,286
2	Hospital Diagnostic Support Service Renovation (Shreveport)	\$645,908	\$7,139,291	\$1,414,301			\$9,199,500
3	Outpatient Surgery - Imaging Center (Shreveport)	\$1,724,044	\$18,964,484		\$12,500,000		\$33,188,528
4	Comprehensive Care Center (E.A. Conway)	\$1,391,155	\$15,302,705	\$5,000,000			\$21,693,860
5	Campus Wayfinding / Directional and Locational Signage (Shreveport)	\$92,700	\$1,019,700				\$1,112,400
6	Parking Garage (Shreveport)		\$1,442,000	\$15,862,000			\$17,304,000
7	Replacement Outpatient Ophthalmology Facility (Shreveport)		\$717,168	\$7,929,167	\$3,967,766		\$12,614,101
8	Educational and Conference Center / Research Institute (Shreveport)			\$7,277,774	\$59,771,106	\$5,728,860	\$72,777,740
9	Ambulatory Care Center - Hospital Elevated Pathway / LINC Connector (Shreveport)			\$412,000	\$4,532,000		\$4,944,000
10	Warehouse Relocation (Shreveport)			\$425,421	\$4,682,813		\$5,108,234
11	Health Sciences Library Expansion (Shreveport)				\$583,495	\$6,657,148	\$7,240,643
	TOTAL:	\$77,887,941	\$142,732,606	\$48,920,663	\$92,320,180	\$22,464,558	\$384,325,948
LSU IN SHREVEPORT		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	TOTAL
1	Land Acquisition- "Kemp Land"	\$600,000					\$600,000
2	Bronson Hall Renovation	\$1,103,750	\$12,466,250	\$1,000,000			\$14,570,000
3	HPE Renovation and Expansion	\$1,048,250	\$11,780,750	\$475,000			\$13,304,000
4	Computer Room Generator - Disaster Recovery	\$714,000					\$714,000
5	College of Education, Human Development Building		\$720,000	\$7,920,000	\$750,000		\$9,390,000
6	Mass Communications, Fine Arts and Performing Arts Building		\$3,800,000	\$41,800,000	\$1,500,000		\$47,100,000
7	Special Events Center / Emergency Shelter		\$3,175,800	\$34,933,800	\$3,000,000		\$41,109,600
8	Science Laboratory and Red River Watershed Management Institute Building			\$960,000	\$10,560,000	\$1,000,000	\$12,520,000
	TOTAL:	\$3,466,000	\$31,942,800	\$87,088,800	\$15,810,000	\$1,000,000	\$139,307,600
UNIVERSITY OF NEW ORLEANS		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	TOTAL
SG-1	Affinity Housing (RB)		\$25,000,000				\$25,000,000
SG-2	New Student Union (RB)			\$60,000,000			\$60,000,000
1	Human Performance Center Renovations for Fine Arts	\$500,000	\$5,600,000				\$6,100,000
2	Central Utilities Plant Additions/Improvements	\$333,500	\$3,668,500				\$4,002,000
3	Earl K. Long Library- Roof Replacement	\$972,000					\$972,000
4	Student Housing Demolition		\$2,000,000				\$2,000,000
5	Information Technology Building			\$2,860,000	\$28,600,000	\$3,540,000	\$35,000,000
6	Education Building Renovations				\$15,000,000		\$15,000,000
	TOTAL:	\$1,805,500	\$36,268,500	\$62,860,000	\$43,600,000	\$3,540,000	\$148,074,000
	GRAND TOTAL:	\$320,726,805	\$445,159,050	\$333,002,405	\$293,151,330	\$121,837,408	\$1,513,876,998

E - Emergency SG - Self-Generated
C - Continuing GOB - General Obligation Bonds
RB- Revenue Bonds FED - Federal Funds

**Board of Supervisors of Louisiana State University
and Agricultural and Mechanical College
Capital Outlay Recommendations 2012-2013 in Priority Order**

EMERGENCIES				
PRIORITY	CAMPUS	PROJECT	2012-2013 REQUEST	TOTAL PROJECT COST
E-1 (N)	HSCS	High Voltage Electrical Distribution System Upgrade	\$5,400,000	\$5,400,000
E-2	LSU	Main Campus: Sewer Line Replacement	\$455,000	\$4,521,000
E-3	HSCS	Replacement of Functionally Obsolete Hospital Equipment (Shreveport)	\$15,019,156	\$15,019,156
E-4	HSCS	Replacement of Functionally Obsolete Hospital Equipment (E.A. Conway)	\$6,372,500	\$6,372,500
E-5	HSCS	Replacement of Functionally Obsolete Hospital Equipment (Huey P. Long)	\$3,020,000	\$3,020,000
E-6	LSU	Life Science Annex: Partial Roof Replacement and Waterproofing	\$930,000	\$930,000
E-7	LSU	Patrick Taylor Hall Roof Replacement	\$1,840,000	\$1,840,000
E-8	HSCS	Huey P. Long Medical Center Relocation / Airpark Renovations	\$2,111,500	\$31,621,000
E-9	LSUE	Replacement of Science Laboratory Fume Hoods	\$1,490,048	\$1,490,048
E-10	LSUA	Drainage Outfall Improvements, Part 2	\$427,443	\$5,129,319
E-11	LSUA	Network & Telephone Cabling Infrastructure	\$2,905,353	\$2,905,353
		TOTAL	\$39,971,000	\$78,248,376
SELF-GENERATED/REVENUE BOND PROJECTS				
PRIORITY	CAMPUS	PROJECT	2012-2013 REQUEST	TOTAL PROJECT COST
SG-1	HSCNO	Facilities Renovation (Revised scope. No additional funds requested) (FED)	\$0	\$27,450,000
SG-2	LSU	Res Life: New Residence Hall (RB)	\$65,000,000	\$65,000,000
SG-3	LSU	University Recreation: Facility Expansion & Additions(RB)	\$84,750,000	\$84,750,000
SG-4 (N)	LSU	Res Life: Evangeline Hall Renovation(RB)	\$16,600,000	\$16,600,000
SG-5 (N)	LSU	Res Life: Miller & Herget Halls, Replace Chillers (SG)	\$1,650,000	\$1,650,000
SG-6 (N)	LSU	Dean French House Renovations (SG)	\$2,100,000	\$2,100,000
SG-7 (N)	LSU	Hatcher Hall: Basement Renovations (SG)	\$620,000	\$620,000
		TOTAL	\$170,720,000	\$198,170,000
CONTINUING PROJECTS				
PRIORITY	CAMPUS	PROJECT	2012-2013 REQUEST	TOTAL PROJECT COST
C-1	HSCNO	Life Safety Generator and Associated Electrical Equipment Upgrades, Uptown Campus (Revised scope. No additional funds requested)	\$0	\$1,100,000
C-2	LSU	South Campus Land Acquisition	\$8,750,000	\$10,000,000
C-3	LSU	Choppin Hall Annex: Chemistry Lab Building (Supplemental Funds)	\$3,750,000	\$33,924,000
C-4	LSU	Renovate Old Engineering Shops for Art Department	\$14,930,000	\$15,305,000
C-5	HSCS	Feist-Weiller Cancer Research Building (Shreveport)	\$40,700,000	\$55,000,000
		TOTAL	\$68,130,000	\$115,329,000

(N) - New First Year Request
 SG - Self-Generated Funds
 RB - Revenue Bonds
 GOB - General Obligation Bonds
 FED - Federal Funds

NEW PROJECTS (NOT IN PREVIOUS CAPITAL OUTLAY BILL)				
PRIORITY	CAMPUS	PROJECT	2012-2013 REQUEST	TOTAL PROJECT COST
1	LSU	French House Renovation	\$600,000	\$5,827,000
2	LSU	Highland Road Center Mechanical Plant Upgrades	\$2,320,000	\$2,320,000
3	AgCenter	Livestock Education Facility	\$5,000,000	\$5,000,000
4	UNO	Human Performance Center Renovations for Fine Arts	\$500,000	\$6,100,000
5	HSCNO	Dental School Mechanical, Electrical Systems Modernization and ADA Improvement	\$1,430,528	\$9,536,851
6	(N) LSUE	Replacement of Hundley Hall Chillers	\$985,000	\$985,000
7	(N) LSUS	Land Acquisition- "Kemp Land"	\$600,000	\$600,000
8	AgCenter	Animal and Food Science Facilities Renovation and Modern. - Ph III	\$530,000	\$6,760,000
9	LSU	Patrick Taylor Hall Renovation and Expansion- Supplemental Funding (\$14M SG and \$50M GOB)	\$8,100,000	\$100,000,000
10	LSUS	Bronson Hall Renovation	\$1,103,750	\$14,570,000
11	LSU	Howe-Russell-Kniffen Geoscience (West) Renovation	\$2,500,000	\$24,675,000
12	LSU	Atkinson Hall Renovation	\$1,500,000	\$18,235,000
13	HSCS	Hospital Acute Care Patient Tower (Shreveport)	\$6,810,978	\$91,810,286
14	AgCenter	Animal and Food Sciences Facilities Renovation and Modernization- Phase IV	\$500,000	\$6,575,000
15	HSCS	Hospital Diagnostic Support Service Renovation (Shreveport)	\$645,908	\$9,199,500
16	HSCS	Outpatient Surgery - Imaging Center (Shreveport)	\$1,724,044	\$33,188,528
17	LSUA	Business and Education Building	\$1,062,200	\$13,064,552
18	HSCS	Comprehensive Care Center (E.A. Conway)	\$1,391,155	\$21,693,860
19	LSU	College of Engineering, Chemical Engineering Building (\$19M SG & \$19 GOB)	\$19,869,000	\$38,000,000
20	LSUS	HPE Renovation and Expansion	\$1,048,250	\$13,304,000
21	AgCenter	Animal and Food Science Facilities Renovation and Modern. - Ph V	\$474,000	\$6,663,000
22	LSUA	Library Flooring Asbestos Abatement and General Refurbishing	\$993,552	\$993,552
23	(N) LSU	Choppin Hall Renovations	\$4,200,000	\$41,375,000
24	LSU	Prescott Hall Renovation	\$1,500,000	\$14,760,000
25	LSUE	Science Building Renovations	\$781,490	\$9,992,880
26	UNO	Central Utilities Plant Additions/Improvements	\$333,500	\$4,002,000
27	UNO	Earl K. Long Library- Roof Replacement	\$972,000	\$972,000
28	LSUA	Renovation of Oakland Hall	\$315,000	\$4,580,000
29	LSUE	Financial Aid Office Renovations	\$308,750	\$308,750
30	LSUS	Computer Room Generator - Disaster Recovery	\$714,000	\$714,000
31	HSCS	Campus Wayfinding / Directional and Locational Signage (Shreveport)	\$92,700	\$1,112,400
TOTAL			\$68,905,805	\$506,918,159
TOTAL ALL CAMPUSES			\$347,726,805	\$898,665,535

(N) - New First Year Request
SG - Self-Generated Funds
RB - Revenue Bonds
GOB - General Obligation Bonds
FED - Federal Funds



RECOMMENDATION TO APPROVE A LEASE AGREEMENT FOR CONSTRUCTION OF NORTH AND WEST SIDE TIGER STADIUM SITE IMPROVEMENTS

To: Members of the Board of Supervisors

Date: December 9, 2011

Pursuant to Article VII, Section 8, D.2(a) and (b) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.2(a) The assignment, lease, transfer, encumbrance or sale of land, mineral rights, rights of way, servitudes, or other immovable property owned or controlled by LSU.

D.2(b) Any contract or series of related contracts for the design, construction, repair, or renovation of any building or other structure involving a total of \$500,000 or more.

1. Summary of Matter

Tiger Athletic Foundation ("TAF"), in association with the LSU Athletic Department, proposes to design and construct certain exterior site improvements (collectively, "Improvements") in areas located on the north and west sides of Tiger Stadium. The Improvements are depicted on Diagram 1. Proposed improvements on the west side of Tiger Stadium will include the West Stadium Plaza, depicted on Diagrams 2 and 3, and Champions Plaza, depicted on Diagrams 3 and 4. Proposed improvements on the north side of Tiger Stadium will include the North Stadium Plaza, which will feature improved entryways for team members and the band, as well as permanent columns, gates and other features intended to improve the exterior appearance, security and functionality of Tiger Stadium.

A portion of the proposed improvements to the west side of Tiger Stadium, specifically those depicted on Diagram 2, will be constructed on land currently leased to TAF by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU Board of Supervisors") in accordance with the terms of a Cooperative Endeavor and Lease Agreement dated September 26, 2003 (the "CEA"). The CEA authorized TAF to construct the West Side Addition to Tiger Stadium and further authorized TAF to construct additions, alterations and renovations costing more than \$100,000 or materially altering the exterior appearance of Tiger Stadium with the approval of the appropriate LSU Representative or the LSU Board of Supervisors. Construction of improvements authorized pursuant to the terms of the CEA will commence on or before February 1, 2012, provided that the LSU Board of Supervisors approves construction of the Improvements and the LSU Representative has given written approval to the proposed plans and specifications.

All proposed North Stadium improvements, in addition to that portion of Champions Plaza extending into parking Lot "A", located on the west side of Tiger Stadium, will be constructed on land that is the subject of the proposed Lease for Construction of North and West LSU Tiger Stadium Site Improvements (the "Lease"). The Lease provides that work shall commence on or before December 1, 2012, and TAF will use best efforts to complete the work on or before August 31, 2013, unless delayed by Force Majeure. Construction shall not commence until the LSU Representative has given written approval to the plans and specifications.

2. Review of Business Plan

TAF has or will obtain sufficient funds in the form of private contributions donated for the purpose of paying expenses incurred by TAF in connection the design and construction of the Improvements. Pursuant to the terms and conditions of the Lease and the CEA, TAF will donate the improvements to the LSU Board of Supervisors upon completion by TAF and acceptance of the work by LSU.

3. Fiscal Impact

Pursuant to the terms of the Lease, TAF shall pay to the LSU Board of Supervisors the sum of \$100 for leased premises and for rights of use and access as necessary to perform the work. TAF currently pays LSU the sum of \$25,000 annually for rights granted pursuant to the terms of the CEA.

The total cost for design and construction of all improvements is estimated to be less than Seven Million Dollars (\$7,000,000). The estimated amount may be increased only with the written consent of TAF and the LSU Representative. All costs and expenses shall be paid by TAF from private contributions donated for the purpose of supporting the design, construction and related expenses incurred by TAF in connection with the Improvements.

4. Description of Competitive Process

Contract(s) will be negotiated between TAF and contractor(s) following the acceptance of competitive bids and/or receipt of proposals.

5. Review of Legal Documents

Pursuant to the terms of the CEA and the proposed Lease, LSU will grant to TAF and its contractors right of access and use of LSU property in order to facilitate the construction. Both the proposed Lease as well as Article VI of the CEA include provisions requiring that: construction must be at TAF's expense; Construction Contracts must be approved by the LSU Representative; Contractors must be licensed in Louisiana and provide labor and materials payment bonds for the full amount of the Construction Contract naming TAF and the LSU Board of Supervisors as co-obligees; Contractors must provide specific insurance in certain minimum amounts naming the LSU Board of Supervisors and TAF as additional insureds; Plans and Specifications must be approved by the LSU Representative prior to commencement of Construction.

The 2003 Cooperative Endeavor Agreement executed on behalf of the LSU Board of Supervisors and TAF is available for reference in the Office of Property & Facilities.

6. Parties of Interest

None.

7. Related Transactions

- 2003 Cooperative Endeavor Agreement
- TAF will enter into written contracts for construction with Louisiana licensed contractors.

8. Conflicts of Interest

None.

ATTACHMENTS:

- Letter from Chancellor Martin
- Proposed Lease Agreement with TAF (*Due to volume, the Proposed Lease Agreement will be found on the Board of Supervisors website located with the Agenda.*)
- Diagram 1 – Proposed Site Improvements to North and West Sides of Tiger Stadium
- Diagram 2 – Proposed West Stadium Plaza
- Diagram 3 – Proposed West Stadium Plaza
- Diagram 4 – Proposed Champions Plaza

RECOMMENDATION

“NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that John V. Lombardi, President of the Louisiana State University System, or his designee, is authorized on behalf of and in the name of the Board of Supervisors to execute a Lease Agreement between the Board of Supervisors and Tiger Athletic Foundation, for construction of Site Improvements to the north and west sides of Tiger Stadium;

BE IT FURTHER RESOLVED that John V. Lombardi, President of the LSU System, or his designee, is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel, to include in the Lease Agreement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors; and,

BE IT FURTHER RESOLVED that John V. Lombardi, President of the LSU System, or his designee, is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, to authorize construction of proposed site improvements to the west side of Tiger Stadium on land currently leased to Tiger Athletic Foundation pursuant to the terms of the Cooperative Endeavor and Lease Agreement dated September 26, 2003, following presentation and approval of Plans and Specifications; and

BE IT FURTHER RESOLVED that the Board finds an acceptable university purpose for the Tiger Athletic Foundation to enter into the proposed Lease Agreement and related construction contracts; and

BE IT FURTHER RESOLVED that the Board finds an acceptable university purpose for the Tiger Athletic Foundation to accept a donation which is conditioned on the donated funds being used to construct a portion of the improvements to Tiger Stadium which are the object of the Lease Agreement and on the naming of a portion of this improvements in accordance with the wishes of the donor, which naming is subject to approval by this Board.”



LOUISIANA STATE UNIVERSITY

Office of the Chancellor

To: John V. Lombardi
President
LSU System

Date: November 8, 2011

From: 
Michael Martin
Chancellor

Subject: Recommendation to Approve Construction of North and West Side Tiger Stadium Site Improvements

Attached for your review is a resolution requesting approval of a proposed lease agreement between the Tiger Athletic Foundation and the Board of Supervisors for construction of certain exterior improvements to Tiger Stadium. The proposed exterior improvements will be along the north and west side of Tiger Stadium. The improvements are depicted on Diagrams 1 through 4 attached to the resolution. The total cost of design and construction is estimated to be \$7,000,000. TAF has or will obtain sufficient funds for the purpose of paying for the design and construction of the improvements.

It is requested that the resolution be forwarded to the Board of Supervisors for placement on the December 2011 meeting agenda.

Please let me know if you need additional information.

Attachments



LOUISIANA STATE UNIVERSITY

CAMPUS CORRESPONDENCE

To: Michael Martin
Chancellor

Date: November 7, 2011

From: Eric N. Monday
Vice Chancellor for
Finance and Administrative Services & CFO

Subject: Recommendation to Approve Construction of North and West Side Tiger Stadium Site Improvements

Attached for your review and subsequent transmittal to President Lombardi is a resolution requesting approval of a proposed lease agreement between the Tiger Athletic Foundation and the Board of Supervisors for construction of certain exterior improvements to Tiger Stadium. The proposed exterior improvements will be along the north and west side of Tiger Stadium. The improvements are depicted on Diagrams 1 through 4 attached to the resolution. The total cost of design and construction is estimated to be \$7,000,000. TAF has or will obtain sufficient funds for the purpose of paying for the design and construction of the improvements.

I respectfully request, should you concur, that the resolution be forwarded to President Lombardi for placement on the December 2011 Board of Supervisors' meeting agenda.

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

Attachments

**LEASE AGREEMENT FOR CONSTRUCTION OF
NORTH AND WEST SIDE TIGER STADIUM SITE IMPROVEMENTS**

**THIS LEASE AGREEMENT FOR CONSTRUCTION OF NORTH AND WEST
SIDE TIGER STADIUM SITE IMPROVEMENTS** (herein "Lease") is entered into as of the
dates indicated on the attached Acknowledgments, by and between,

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL COLLEGE**, a public constitutional
corporation organized and existing under the Constitution and laws of the State of
Louisiana, domiciled in the Parish of East Baton Rouge, said State, appearing
herein through John V. Lombardi, President of the Louisiana State University
System, duly authorized and empowered by resolution of said Board of
Supervisors (hereinafter referred to as "Board"),

and

TIGER ATHLETIC FOUNDATION, a Louisiana non-profit corporation
organized and existing under the laws of the State of Louisiana, domiciled in the
Parish of East Baton Rouge, herein appearing through and represented by Ronald
G. Richard, its duly authorized President and Chief Executive Officer (hereinafter
referred to as "Foundation"),

provides as follows:

WITNESSETH

WHEREAS, Foundation is a private non-profit Louisiana corporation described in
Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, whose tax exempt purpose
is to support the mission and programs of Louisiana State University and Agricultural and
Mechanical College ("LSU"), a higher education institution under the management and
supervision of Board;

WHEREAS, Louisiana Revised Statutes 17:3361, et seq., expressly authorizes Board to
lease property to a nonprofit corporation such as Foundation for the purpose of constructing and
renovating buildings, other structures and improvements;

WHEREAS, Board is the owner of the land described on Exhibit "A" (the "Land");

WHEREAS, Foundation desires to lease the Land for the purpose of constructing certain site improvements, all at Foundation's expense and in accordance with design standards established by the Board and/or LSU, and Board desires to grant Foundation such a lease and limited rights of use and access in order to facilitate construction of such improvements; and,

WHEREAS, the improvements to be constructed by Foundation pursuant to the terms of this Lease will be donated by Foundation to Board upon completion of construction and acceptance by Board in accordance with the terms of this Lease;

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

CERTAIN TERMS DEFINED

"Applicable Laws," refers to all laws, statutes, rules, regulations, ordinances, resolutions and orders of any Governmental Authority applicable to the parties and substantially affecting the ability of the parties to meet their obligations hereunder; provided, however, that this definition shall not be interpreted as waiving protections granted to any party against future laws impairing the obligations of contracts between the parties and/or any third parties;

"Architect," refers to any architect or other design professional, including their permitted successors and assigns, engaged by Foundation to perform architectural or design services with respect to any phase of the design and/or construction renovation of the Improvements or any substitute or successor architect or other design professional engaged by Foundation.

"Construction Contract," refers to one or more agreements for the construction of the Improvements entered into by and between the Foundation and the Contractor, including all amendments, modifications, exhibits, schedules, supplements and change orders to all such agreements.

"Contractor," refers to the contractor or contractors selected by Foundation to construct the Improvements and their permitted successors and assigns.

"Effective Date," refers to December 1, 2012, or the date upon which all of the following have occurred, whichever is later: (a) this Lease is executed and delivered by the parties hereto, and (b) all necessary approvals of this Lease, as required by Applicable Laws, are obtained.

"Force Majeure," refers to any (a) act of God, lightning, hurricane, tornado, and other extraordinarily adverse and inclement weather, fire, explosion, flood, act of a public enemy, war, insurrection, riot or civil disturbance; (b) labor dispute, strike, work slow down or work stopped;

and, (c) any other similar cause or similar event beyond the reasonable control of the Foundation.

“Improvements,” refers to the proposed site improvements to the north and west sides of Tiger Stadium and all related improvements required to be constructed by Foundation in accordance with the Plans and Specifications and the terms of this Lease including, but not limited to, the following: extension of Champions Plaza into parking lot “A”, consisting of benches, vertical monuments and wall mounted plaques commemorating the achievements of LSU’s football program; installation of a system of columns, permanent fencing, solid walls and gates from West Stadium Plaza through all of North Stadium Plaza; improved entryways for players and band members; improved paving systems, bollards, planters and benches along North Stadium Drive.

“LSU Representative,” refers to the President of the LSU System or his designees.

“Plans and Specifications,” refers to one or more sets of final plans and specifications, including any amendments thereto, for design of the Improvements, materials selection and method of construction for the construction of the Improvements and for all Work related thereto, which have been approved, in writing, by the LSU Representative.

“Punch List,” refers to a list prepared by the Architect and approved by LSU, which sets forth those items of Work to be completed following Substantial Completion, prior to final acceptance.

“Substantial Completion,” refers to the date or dates on which (a) the Architect has certified to Foundation that the Work (or, if approved by the LSU Representative, any portion of the Work) has been completed substantially in accordance with the Plans and Specifications, subject to customary punch list items remaining to be completed, and (b) the LSU Representative has given written approval of the Architect's certificate.

“Work,” refers to all work and activities required to be undertaken by Foundation in order to design and construct the Improvements including, without limitation, the transportation and storage of materials, the securing of work sites and staging areas, the design, planning and construction of Facilities and all necessary utility placements, relocations, tie-ins and upgrades.

1.

AGREEMENT TO LEASE

For and in consideration of One Hundred (\$100) Dollars and other good and valuable consideration, Board hereby leases the Land to Foundation, and hereby grants to Foundation such rights of use and access as are necessary for Foundation to perform the Work. Unless otherwise agreed to in writing by Foundation and Board, this Lease, including all rights of use

and access for construction purposes, shall terminate upon the earlier of; (a) termination of this Lease; or, (b) donation of the Improvements to Board as provided herein.

2.

AGREEMENT TO CONSTRUCT AND DONATE IMPROVEMENTS

Foundation agrees to construct the Improvements in accordance with the Plans and Specifications and to donate the Improvements to Board after completion of the Work. It is estimated that the total cost of the Improvements, including both construction and design, will be approximately Three Million Five Hundred Thousand and 00/100 Dollars (\$3,500,000.00), all of which cost and expense shall be paid by Foundation from private contributions donated for the purpose of supporting the design, construction and related expenditures associated with the Improvements. Said amount may be increased with the written consent of Foundation and the LSU Representative, subject to the requirements of Subsections 4.1.A and 4.1.J hereof.

3.

USE OF PREMISES

Foundation may use the Land only for construction of the Improvements. Foundation shall not use the Land for the sale, distribution, storage, transportation or handling of petroleum or other similar synthetic products. Foundation shall not make any use of the Land in violation of any Applicable Laws, and shall not permit any contamination or pollution on or about the Land or increase the fire or insurance hazard by any use thereof. Before beginning any Work on the Land, Foundation shall obtain any permits required by the State of Louisiana, the Parish of East Baton Rouge and the United States of America or any of their subdivisions or departments. Foundation shall not install or otherwise place storage tanks in or on the Land without the LSU Representative's prior written consent which, in addition to any other conditions required by the LSU Representative, shall be subject to the condition that any such tanks shall be located on a

concrete slab and shall be surrounded by a retaining wall that will retain the products stored in the tanks in the event of any spill, discharge, leak, overflow, or other release.

4.

CONSTRUCTION

4.1 At its sole cost and expense, Foundation shall construct the Improvements in a good and workmanlike manner, in accordance with the following provisions:

A. Plans and Specifications/Change Orders

At least thirty (30) days prior to commencement of any construction, proposed final plans and specifications shall be delivered to the LSU Representative for his review. The LSU Representative shall approve or disapprove such proposed final plans and specifications in writing within thirty (30) days of receipt thereof. Any request for change orders to the Plans and Specifications or to the Construction Contract shall be made to the LSU Representative, who shall approve or disapprove such request in writing within ten (10) working days of having received such request from the Foundation. No change order to the Construction Contract, or to the Plans and Specifications, which substantially deviates from the Plans and Specifications, shall be implemented without the prior written consent of the LSU Representative.

B. Commencement and Completion of Work

Unless delayed by Force Majeure, at its own expense, Foundation agrees to: (1) commence the Work on or before December 1, 2012, or within thirty (30) days after the LSU Representative has given written consent to the notice to commence, whichever is later; and (2) make best reasonable efforts to achieve Substantial Completion of the Work on or before August 31, 2013, but in any event to complete all Work on or before December 31, 2013. No work shall commence until the LSU Representative has given written consent to the notice to proceed and written approval to the final proposed plans and specifications. The commencement and

completion dates set forth herein may be extended by a written request issued by the Foundation and approved in writing by the LSU Representative.

C. Construction Contract

The Work shall be performed on behalf of Foundation pursuant to the terms of the Construction Contract. Foundation shall not enter into a proposed Construction Contract without the prior written approval of the LSU Representative. The LSU Representative shall approve or disapprove the proposed final contract within ten (10) days of receipt from Foundation. Where appropriate, the Construction Contract and bond(s) shall be recorded properly with the Clerk of Court of East Baton Rouge Parish prior to commencement of the Work. Foundation shall include a liquidated damages clause acceptable to the LSU Representative in the proposed Construction Contract. Board and Foundation hereby acknowledge the following, and, to the extent practically and legally possible, the Construction Contract and all subcontracts entered into by the Contractor shall acknowledge expressly that they have been informed of the following:

- (i) The Work will be performed solely and exclusively for Foundation.
- (ii) Foundation is a separate legal entity from LSU and Board. It is not acting as agent for LSU or Board, and Foundation has no authority to obligate LSU or Board to any extent whatsoever.
- (iii) Neither Board nor the State of Louisiana shall be liable, directly or indirectly, for the payment of any sums whatsoever or for the performance of any other obligation whatsoever arising out of the Work performed pursuant to this Lease.

(iv) Foundation has no ownership interest in the Land on which the Work will be performed. Any improvements placed on the Land shall become property of Board upon completion of the Work. The Work shall not give rise to any rights against the Land or Board.

D. Performance Bond

Foundation shall require that the Contractor provide a performance and labor and materials payment bond with a corporate surety authorized to do business in the State of Louisiana. Said bond(s) shall be for the greater of the full amount of the Construction Contract price or the amount of the guaranteed maximum price of the Work. Both Foundation and Board shall be obligees under the bond(s).

E. Rights Concerning the Land During Construction

To the extent necessary, Foundation and the Contractor shall have the right to occupy and use the Land, with reasonable ingress to and egress from the Land, during the term of this Lease and, with the prior written consent of the LSU Representative, shall fence or block off that area of the Land necessary to perform the Work in a safe and secure manner. Except for unknown or unforeseen and unforeseeable defects, Foundation assumes all responsibility for the condition of the Land during the term of this Lease. Foundation and the Contractor shall maintain Land and any improvement or construction thereon in a reasonably prudent manner at all times until the Work is accepted by the LSU Representative. Board shall not be responsible for any maintenance or repairs to the Land during the term of this Lease. The LSU Representative and any other individuals authorized by the LSU Representative shall at all times have access to the Land and the exercise of all rights as owner except as otherwise provided herein, even those not specifically acknowledged herein, and at all times shall have the right but not the obligation to enter the Land and review the Work to determine that it is being performed in compliance with

the Plans and Specifications and in a good and workmanlike manner. Foundation accepts the Land for the purposes herein outlined without any warranty of title or recourse whatsoever against Board.

F. Access over Adjoining Property during Construction

Board hereby grants to Foundation a servitude of access over and across such other property owned by Board only in so far as such is absolutely necessary in order for the Foundation to fulfill its obligations hereunder, provided, however, Foundation shall not interfere with Board's use of such other property.

G. LSU Rules and Regulations; Access During Construction

Foundation agrees that it will comply with all Board and LSU regulations, policies and mandates with regard to all contractors and personnel entering the Land for purposes of construction, which rules and regulations will be addressed at the pre-construction conference, and that it will secure, at its own expense, all necessary permits and licenses from all regulatory agencies or bodies. Foundation shall make these same requirements of the Contractor. The Work shall be subject to inspection by the LSU Representative and any individuals authorized by the LSU Representative to perform such inspections, who shall have access at all reasonable times during construction.

H. Signage

Before erecting or placing any sign upon the Land or the Improvements, Foundation shall submit the design specifications of such sign to the LSU Representative for approval. Foundation may only erect or place signage hereunder if it has obtained the prior written approval of the LSU Representative.

I. Acceptance of Construction

Foundation and Board agree to work together to identify and facilitate completion

of all warranty and punch list items within the first year following acceptance of the Work. Foundation will not accept the Work without the written approval of the LSU Representative. Board reserves the right to refuse to approve the acceptance of the Work unless monies equal to the value of the punch list deficiencies are withheld by the Foundation and designated for payment to the Contractor only upon completion of the punch list items. Upon donation of the Work by Foundation to Board, Foundation hereby agrees that, to the extent allowed by law, Foundation will assign or transfer to Board its right to enforce actions against the Contractor and/or the Architect arising out of the Work; provided, however, Foundation shall continue to be obligated to complete the Punch List items. Final payment shall not be made to the Contractor until the LSU Representative agrees in writing that the Punch List items have been completed.

J. Funds for Construction

At the LSU Representative's request, prior to the commencement of Work, Foundation shall satisfy the LSU Representative that the total amount of money needed to complete the Work has been collected or acquired by the Foundation and is dedicated to that use. At the LSU Representative's sole option, Foundation may be required to provide a letter of credit, a performance bond, or a dedicated escrow account to guarantee its performance.

K. On Site Construction Inspector

If in the LSU Representative's sole discretion it becomes necessary, Foundation at Foundation's expense shall hire an on-site construction inspector or clerk of the works for full time supervision of the Work.

L. Inspection and Survey

Foundation shall inspect the Land, and arrange for any necessary boundary surveys, topographical surveys, soil borings and other site investigations at its expense. Foundation accepts the Land in its present condition.

M. No Liens; Release of Recorded Liens

Foundation shall not suffer or permit any liens to be enforced against the Land or Board by reason of a failure to pay for any work, labor, services or materials supplied or claimed to have been supplied to Foundation or to anyone through or under the Foundation. If any such liens shall be recorded against the Land, Foundation shall cause the same to be released of record, or in the alternative, if the Foundation in good faith desires to contest the same, Foundation shall be privileged to do so, but in such case, Foundation shall promptly deposit with the Recorder of Mortgages of East Baton Rouge Parish a bond guaranteeing payment of any such liens and hereby agrees to indemnify, defend with an attorney of the LSU Representative's choice, and save Board harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure on said lien, cause the same to be discharged and released prior to the execution of such judgment.

5.

INSURANCE

5.1 Unless otherwise approved in writing by the LSU Representative, during the Work and prior to the donation of the Improvements to Board, Foundation shall maintain or require the Contractor to maintain the following:

A. Builder's Risk Insurance

Contractor shall provide an "All Risk" builder's risk insurance policy, including but not limited to fire and extended coverage insurance, vandalism and malicious mischief, for not less than one hundred (100%) percent of the full replacement value of the Work or property destroyed to protect against any damage or loss during the Work and until final donation of the Improvements to Board and acceptance thereof. This policy shall be taken out prior to

commencement of construction and discontinue upon final acceptance by Board of the donation. It shall run in favor of contractor, Foundation and Board, as their interests may appear. The coverage shall include the architect's fee for work required and reconstruction following a loss during construction. Written evidence of such insurance shall be provided to the LSU Representative prior to commencement of the Work.

B. General Liability and Property Damage Insurance

Foundation and its contractors, before commencing any construction, shall procure such comprehensive liability and property damage insurance, including insurance for the operation of motor vehicles, which will cover Foundation's, Board's and the architect's legal liability arising out of the construction performed by Foundation or any of its contractors or subcontractors and by anyone directly or indirectly employed by either of them, for claims for damages for personal injury, including accidental death, as well as claims for property damage, including but not limited to damage to surrounding buildings, which may arise from operations for the construction of the Work, with minimum limits of liability of Two Million (\$2,000,000.00) dollars per occurrence and Five Million (\$5,000,000.00) dollars general aggregate. Foundation shall also require its contractors and subcontractors to have in full force and effect a policy of workmen's compensation and employer's liability insurance before proceeding with the construction under this Lease. Written evidence of such insurance shall be provided to the LSU Representative prior to commencement of the Work.

C. Architect's Design, Errors and Omissions

Upon execution of this Lease, Foundation shall provide to Board evidence that the architect for the work has procured architect's design, errors and omissions insurance coverage for the Work in an amount acceptable to the LSU Representative, and Board shall be named as an additional insured on said policy.

5.2 Board shall be named as an additional insured on all policies required hereby. Certificates of all policies of insurance shall be delivered to the LSU Representative upon written request, and said policies shall provide a thirty (30) day written notification to Board prior to the cancellation thereof. All insurance shall be obtained through insurance companies duly licensed to do business in the State of Louisiana and bearing a rating of A+:XV in the latest A. M. Best Co., ratings guide.

6.

DONATION OF IMPROVEMENTS AND TITLE TO IMPROVEMENTS

6.1 Foundation agrees to donate the Improvements to Board after (a) final acceptance of the Work by Foundation and written approval by the LSU Representative of said final acceptance, and (b) the delivery to the LSU Representative of either (i) a clear lien certificate as to the Work which certificate has been obtained from the proper parish clerk's office or (ii) evidence that any liens against the Improvements have been adequately bonded. Unless otherwise agreed to in writing by Board and Foundation, the Work shall not be donated to Board until the events in both (a) and (b) of this paragraph have occurred. If the architect for the Work recommends final acceptance of the Work by Foundation, the LSU Representative shall not unreasonably refuse to approve final acceptance by Foundation. Unless otherwise agreed to in writing by the LSU Representative and Foundation, use and/or occupancy of the Improvements shall be prohibited until the Improvements have been donated by Foundation to Board.

6.2 Upon fulfillment of the conditions set forth in paragraph 6.1 (a) and 6.1 (b) hereof, the Improvements shall be donated to and title and ownership to said Improvements shall be transferred to and shall become owned by Board. Said donation shall occur concurrently with final fulfillment of the conditions set forth in paragraph 6.1 (a) and 6.1 (b), and, upon said donation, Foundation shall have no further responsibilities, obligations or liabilities with regard

to the Improvements, Land or the Work except as otherwise specifically set forth herein. Foundation shall bear the risk of loss with respect to the Improvements until acceptance of the donation by the LSU Representative; provided, however, Foundation's risk shall be limited to available insurance proceeds. Furthermore, prior to such donation, Foundation shall obtain guarantees and warranties from the contractor or contractors and suppliers of equipment, which guarantees and warranties shall be assigned to and shall run in favor of Board upon the donation of the Improvements, provided, however, Foundation itself shall make no warranty as to the condition of the Work. To the extent that such terms are available on commercially reasonable terms, guarantees and warranties for the construction and completion of the Improvements shall run from the later of (1) the fulfillment of the conditions set forth in paragraph 6.1 or (2) the full execution of the donation of the Improvements from the Foundation to Board or (3) occupancy for the purposes set forth herein (the "Warranty Commencement Date"), which warranties shall include but not be limited to the following items and periods if available:

(a) For one year following the Warranty Commencement Date, all defects in materials and workmanship;

(b) For ten years following the Warranty Commencement Date, all plumbing, electrical, heating, cooling and ventilating systems; and

(c) For the length of manufacturers' warranties, all appliances and equipment.

6.3 Upon fulfillment of the conditions set forth in Paragraph 6.1 hereof the parties agree to execute any and all documents necessary to effectuate the donation and the acceptance thereof on behalf of Board. The parties will record the donation and acceptance in the records of the parish in which Land is located.

6.4 Notwithstanding anything contained in this Lease, at all times Board shall have the absolute right to terminate this Lease on thirty (30) days' written notice to Foundation. Upon

such termination either Board shall take title to the Improvements, or Board, at its option, may require Foundation to transfer all of its right, title and interest in this Lease, in any funds dedicated to complete the construction of the Improvements, and in the Improvements already constructed to another non-profit corporation or entity which meets the requirements of La. R.S. 17:3390, which is acceptable to Board, and which accepts the obligations of the Foundation hereunder.

7.

INDEMNIFICATION

7.1 Foundation, for itself and for its successors, assigns, agents, contractors, employees, invitees, customers and licensees, agrees to indemnify, defend and to hold Board harmless against any loss for damages or injuries that may be suffered by Board or by any person, including but not limited to Foundation's agents, contractors, employees, invitees and licensees, to the extent such loss arises out of or is related to the Work, except with respect to acts or omissions by LSU board members, officers and employees unless said board members, officers and employees are acting at the direction or request of the Foundation, and Foundation agrees to defend Board with an attorney of Board's choice in any legal action against it and pay in full and satisfy any claims, demands or judgments made or rendered against Board, and to reimburse Board for any legal expenses, including attorney's fees and court costs, which may be incurred by it in defense of any claim or legal action arising thereunder, but Foundation's costs and expenses incurred in fulfilling this indemnity and defense shall be limited to insurance proceeds which are available for this purpose.

7.2 To the extent allowed by law, Board, agrees to indemnify, defend and hold Foundation harmless against any loss for damages or injuries that may be suffered by Foundation or by any person including but not limited to Board's agents, contractors, employees, invitees,

and licensees, except if any of such persons are acting at the direction or request of the Foundation, to the extent that such loss, damage or injuries arise out of or are related to the fault or negligence of Board, its members, employees, or officers, and Board agrees to defend Foundation in any legal actions against it and, to the extent allowed by law, pay in full and satisfy any claims, demands or judgments made or rendered against Foundation, and to reimburse Foundation for any legal expenses, including attorneys fees and court costs, which may be incurred by it in defense of any claim or legal action arising thereunder; provided, however, that Board's costs and expenses incurred in fulfilling this indemnity and defense shall be limited to proceeds from the Office of Risk Management which are available for this purpose.

8.

TERMINATION

This Lease shall terminate upon donation of the Improvements to Board and acceptance by Board of said donation as set forth in paragraph 6.1(a) and 6.1(b) and paragraph 6.2 hereof or at the latest on March 31, 2014. This Lease may be extended by written consent of both parties, which consent may be granted by the President of the LSU System.

9.

NOTICES

All notices, demands and correspondence made necessary by the provisions of this Lease shall be deemed to be properly given, served and addressed, if and when sent by certified mail, return receipt requested, directed as follows:

Board: Board of Supervisors of
Louisiana State University and
Agricultural and Mechanical College
Attention: John V. Lombardi
President

LSU System
3810 West Lakeshore Drive
Baton Rouge, LA 70808

Foundation: Tiger Athletic Foundation
Attention: R.G. Richard, President and CEO
Pete Maravich Assembly Center
North Stadium Drive
P.O. Box 711
Baton Rouge, LA 70821

10.

FOUNDATION DEFAULT

10.1 Board may declare Foundation in default upon one or more of the following events:

A. Failure to Timely Commence or Complete.

Failure of Foundation to commence and/or complete the Work as set forth in this Lease, within the time frame allowed, unless such time period has been mutually extended in writing by the LSU Representative and Foundation unless such failure was caused by a Force Majeure, and which failure has continued for a period of thirty (30) days after receipt of written notice from the LSU Representative specifying such failure and requesting that it be remedied; or

B. Deviation From Approved Plans and Specifications.

A substantial deviation, unauthorized in writing by the LSU Representative, from the plans and specifications for the Work approved by the LSU Representative, which deviation has continued for a period of thirty (30) days after receipt of written notice from the LSU Representative specifying such failure and requesting that it be remedied; or

C. Breach of Lease Covenants.

Failure of Foundation to observe or perform any other covenant, condition or

obligation upon its part to be observed or performed under this Lease for a period of thirty (30) days after receipt of written notice specifying such failure and requesting that it be remedied; or

D. Taking of Improvements.

The taking by execution of the Improvements for the benefit of any person or entity other than Board; or

E. Involuntary Bankruptcy.

A court having jurisdiction shall enter an order for relief in any involuntary case commenced against Foundation, 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 in the premises appointing a custodian, receiver, liquidator, assignee, trustee, sequestration, or other similar official of or for Foundation or any substantial part of the properties of Foundation or ordering the winding up or liquidation of the affairs of Foundation, and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days; or

F. Voluntary Bankruptcy.

The commencement by Foundation of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by Foundation to the commencement of a case under such Code or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestration, or other similar official of or for Foundation or any substantial part of the properties of the Foundation; or

G. Abandonment of Project.

Foundation, after commencement of construction but prior to substantially completing construction of the Improvements, abandons (with no intent to continue) construction for a period of ninety (90) consecutive days, excluding delays caused by Force Majeure.

10.2 Whenever any event of default referred to in this section shall have occurred and be continuing and Foundation refuses or fails to take the reasonable and necessary remedial action to cure such default in the time period specified therefor, in addition to any other remedies herein or by law provided, Board shall have the right, without any further demand or notice, to declare this Lease terminated. In the event of the termination of this Lease, Foundation expressly waives any notice to vacate. Furthermore, in the event of the termination of this Lease during the Work, Board shall be the owner of all improvements made on or to the Land, provided, however, at Board's sole option and direction, in the event of the termination of this Lease during the Work, Foundation shall transfer any Improvements constructed pursuant to the Lease, its rights and obligations under this Lease and any funds Foundation has dedicated to complete the construction of the Improvements to another non-profit corporation or entity which meets the requirements of La. R.S. 17:3390 and which is acceptable to Board.

11.

BOARD DEFAULT

Foundation may declare Board in default upon the failure of Board to observe or perform any covenant, condition or agreement upon its part to be observed or performed under this Lease for a period of thirty (30) days after receipt of written notice specifying such failure and requesting that it be remedied. If the default be continuing and Board has not taken any action reasonably anticipated to cure such default, in addition to any other remedies herein or by law provided, Foundation shall have the right, without any further demand or notice to declare this Lease terminated and shall have no further obligation to perform any of the obligations of Foundation under this Lease.

12.

MISCELLANEOUS

12.1 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.

12.2 Attorneys Fees.

The prevailing party to the extent allowed by law shall be entitled to receive reimbursement for its reasonable attorneys' fees and costs of suit.

12.3 Louisiana Law to Apply.

This 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 East Baton Rouge Parish, Louisiana.

12.4 Nonwaiver.

No waiver by Board or Foundation of a breach of any of the covenants, conditions, or restrictions of this Lease shall constitute a waiver of any subsequent breach of any of the covenants, conditions, or restrictions of this Lease. The failure of Board or Foundation to insist in any one or more cases upon the strict performance of any of the covenants of the 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. No waiver, change, modification or discharge by Board or Foundation of any provision of this Lease shall be deemed to have been made or shall be effective unless expressed in writing and signed by the parties hereto.

12.5 Severability.

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

12.6 Authorization.

By execution of this Lease, Foundation and Board each represent to the other that they are entities validly existing, duly constituted and in good standing under the laws of the 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 Lease have been taken and performed; and that the persons signing this Lease on their behalf have due authorization to do so.

12.7 Use of Name, Logos or Marks.

Neither party shall make use of the other party's name, logo or marks without its prior written consent.

12.8 Amendment.

No amendment, modification, or alteration of the terms of this Lease shall be binding unless made in writing, dated on or subsequent to the date hereof and duly executed by the parties hereto.

12.9 Assignment and Mortgage.

Foundation shall not assign this Lease or any part hereof without the prior written consent of the President of the Louisiana State University System, and any attempt of assignment without the prior written consent of the President of the Louisiana State University System shall

be null and void as to Board. Furthermore, Foundation may not mortgage or encumber its rights in or arising out of this Lease or any rights it has or might have in the Land, the Improvements or the Work without the prior written consent of the President of the Louisiana State University System, and any attempt to mortgage or encumber without the prior written consent of the President of the Louisiana State University System shall be null and void as to Board.

12.10 Books, Records and Audit.

The books, accounts and records of Foundation which pertain directly to the Work and construction of the Improvements shall be maintained at the principal office of Foundation. Board may at its option and at its own expense during customary business hours, conduct internal audits of the books, bank accounts, records and accounts of Foundation and its contractor(s) to the extent necessary to verify compliance with this Lease or insofar as said books, bank accounts, records and accounts directly relate to Foundation's performance of its obligations under this Lease. Audits may be made on either a continuous or periodic basis or both and may be conducted by employees of Board, by independent auditors retained by Board to conduct such audit, or by the Louisiana Legislative Auditor, 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 of the Foundation.

12.11 Successors and Assigns.

All of the covenants, agreements, terms and conditions to be observed and performed by the parties hereto shall be applicable to and binding upon their respective successors and assigns including any successor by merger or consolidation of LSU or Board into another educational institution or governing body.

12.12 Notice of Lease.

Foundation agrees not to record this Lease. At the Foundation's request, the parties will execute a Notice of Lease for recording in the records of East Baton Rouge Parish, and the cost of recording will be borne by Foundation.

12.13 LSU Representative.

In addition to any other individuals specifically authorized in writing by the President of the LSU System to act as the LSU Representative, the General Counsel to the President and Board of Supervisors and/or the Assistant Vice President and University Architect are hereby authorized to act as the LSU Representative.

12.14 Entire Agreement

This Lease, together with the exhibits attached hereto, contain the final and entire agreement between the parties hereto with respect to the Land and contain all of the terms and conditions agreed upon with respect to the Land, and no other agreements, oral or otherwise, regarding the subject matter of this 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 page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the dates indicated on the attached Acknowledgments.

WITNESSES:

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

By: _____
John V. Lombardi, President
Louisiana State University System

TIGER ATHLETIC FOUNDATION

By: _____
Ronald G. Richard, President and CEO

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

ACKNOWLEDGMENT

BE IT KNOWN that on this _____ day of _____, 2011, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared John V. Lombardi, appearing herein in his capacity as the President of the Louisiana State University System, and appearing on behalf of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a public constitutional corporation organized and existing under the laws of the State of Louisiana, who, being by me first duly sworn, declared and acknowledged to me, Notary, that he executed the above and foregoing instrument on behalf of said corporation with full authority of its Board of Supervisors and that said instrument is the free act and deed of said corporation and was executed for the uses, purposes and benefits therein expressed.

IN TESTIMONY WHEREOF, Appearer has executed this acknowledgment in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

John V. Lombardi, President
LSU System

NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

ACKNOWLEDGMENT

BE IT KNOWN that on this ____ day of _____, 2011, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared Ronald G. Richard, appearing herein in his capacity as President and Chief Executive Officer of Tiger Athletic Foundation, a charitable organization, who, being by me and first duly sworn, declared and acknowledged to me, Notary, that he executed the above and foregoing instrument on behalf of said corporation with full authority of its Board of Directors and that said instrument is the free act and deed of said Foundation and was executed for the uses, purposes and benefits therein expressed.

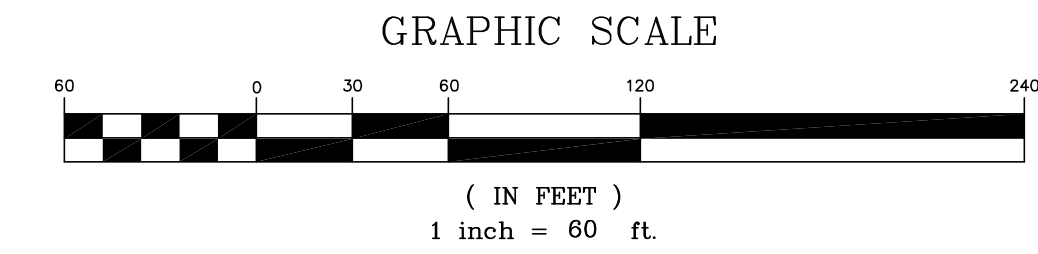
IN TESTIMONY WHEREOF, Appearer has executed this acknowledgment in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Ronald G. Richard, President and CEO

NOTARY PUBLIC

EXHIBIT "A"
PROPERTY DESCRIPTION



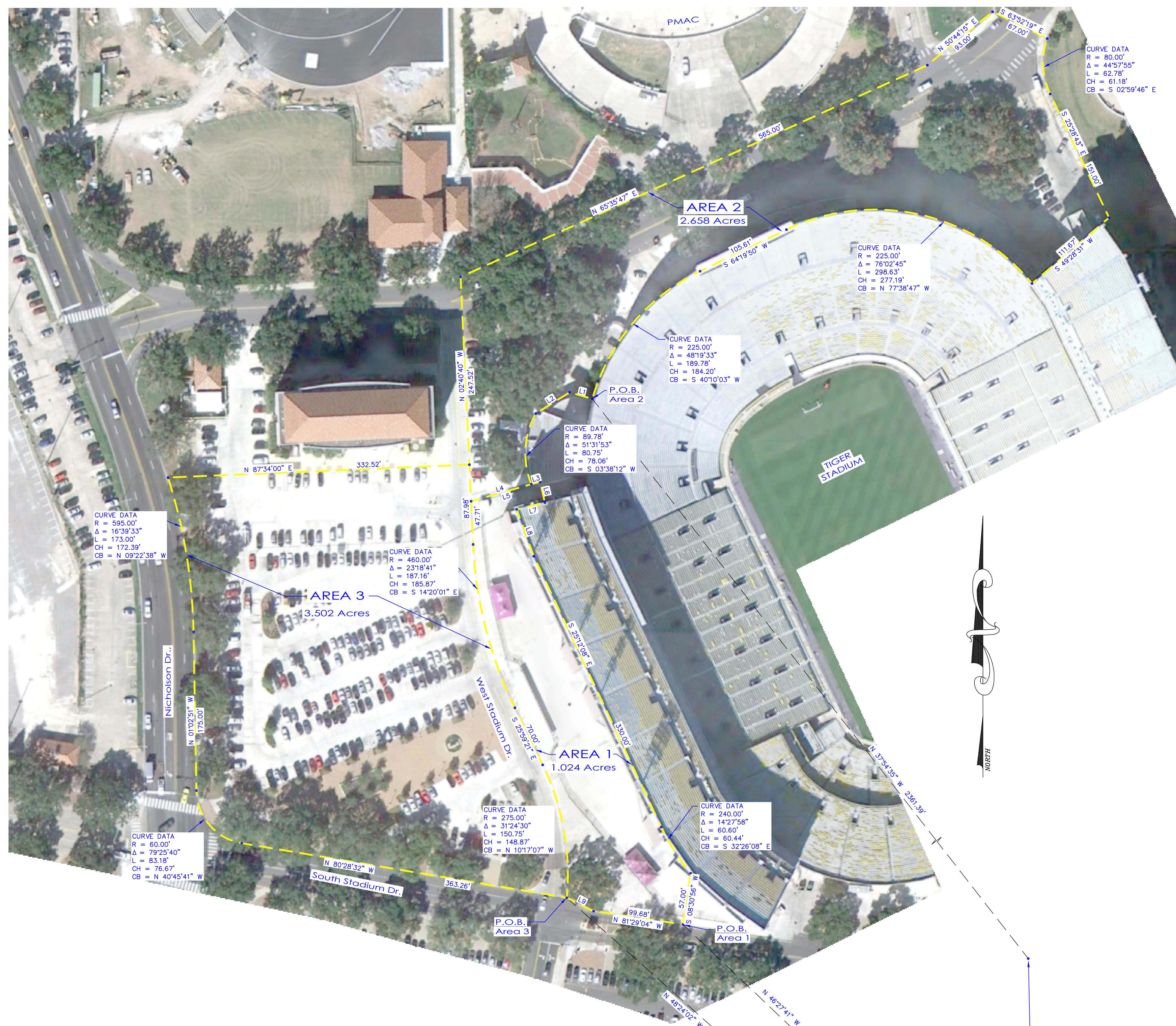
NOTE:
THE DRAWING AS SHOWN HEREON IS FOR DESCRIPTION PURPOSES ONLY AND IS NOT TO BE UTILIZED AS A BOUNDARY SURVEY AS DEFINED BY STATE LAW.

AREA 1
A parcel of land, being a portion of the Louisiana State University campus, containing 1.024 acres, located in Sections 54 & 55, Township 7 South, Range 1 West, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows:
COMMENCE at the NGS survey control monument designated as LSU 1; PID BJS321, being a 4 inch diameter stainless steel pedestal with a 5/8 inch threaded stud located at the Southwest corner of the rooftop of the Center for Engineering and Business Administration (CEBA) building at the Louisiana State University Campus. The aforesaid survey control monument having a Louisiana State Plane System (Louisiana South Zone, U.S. feet, NAD 83) horizontal coordinate of : Northing = 693693.11, Easting = 3329089.77; thence, within the aforesaid Louisiana State Plane System for the remaining courses, go North 46 degrees 27 minutes 41 seconds West a distance of 1863.49 feet to the POINT OF BEGINNING; thence go North 81 degrees 29 minutes 04 seconds West a distance of 99.68 feet; thence go North 63 degrees 34 minutes 54 seconds West a distance of 33.00 feet; thence go along the arc of a curve to the left having a radius of 275.00 feet (Delta Angle = 31 degrees 24 minutes 30 seconds, Chord Bearing = North 10 degrees 17 minutes 07 seconds West, Chord Distance = 148.87 feet) for an arc length of 150.75 feet; thence go North 25 degrees 59 minutes 21 seconds West a distance of 70.00 feet; thence go along the arc of a curve to the right having a radius of 460.00 feet (Delta Angle = 23 degrees 18 minutes 41 seconds, Chord Bearing = North 14 degrees 20 minutes 01 seconds West, Chord Distance = 185.87 feet) for an arc length of 187.16 feet; thence go North 02 degrees 40 minutes 40 seconds West a distance of 47.71 feet; thence go North 74 degrees 14 minutes 19 seconds East a distance of 79.00 feet; thence go South 13 degrees 03 minutes 07 seconds East a distance of 33.00 feet; thence go South 25 degrees 06 minutes 20 seconds West a distance of 32.00 feet; thence go South 25 degrees 12 minutes 08 seconds East a distance of 330.00 feet; thence go along the arc of a curve to the left having a radius of 240.00 feet (Delta Angle = 14 degrees 27 minutes 58 seconds, Chord Bearing = South 32 degrees 26 minutes 08 seconds West, Chord Distance = 60.44 feet) for an arc length of 60.60 feet; thence go South 08 degrees 30 minutes 56 seconds West a distance of 57.00 feet to the POINT OF BEGINNING.

AREA 2
A parcel of land, being a portion of the Louisiana State University campus, containing 2.658 acres, located in Section 54, Township 7 South, Range 1 West, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows:
COMMENCE at the NGS survey control monument designated as LSU 1; PID BJS321, being a 4 inch diameter stainless steel pedestal with a 5/8 inch threaded stud located at the Southwest corner of the rooftop of the Center for Engineering and Business Administration (CEBA) building at the Louisiana State University Campus. The aforesaid survey control monument having a Louisiana State Plane System (Louisiana South Zone, U.S. feet, NAD 83) horizontal coordinate of : Northing = 693693.11, Easting = 3329089.77; thence, within the aforesaid Louisiana State Plane System for the remaining courses, go North 37 degrees 34 minutes 35 seconds West a distance of 2361.39 feet to the POINT OF BEGINNING; thence go North 73 degrees 59 minutes 43 seconds West a distance of 26.00 feet; thence go South 57 degrees 53 minutes 28 seconds West a distance of 44.00 feet; thence go along the arc of a curve to the left having a radius of 89.78 feet (Delta Angle = 51 degrees 31 minutes 53 seconds, Chord Bearing = South 03 degrees 38 minutes 12 seconds West, Chord Distance = 78.06 feet) for an arc length of 80.75 feet; thence go South 74 degrees 14 minutes 19 seconds West a distance of 69.00 feet; thence go North 02 degrees 40 minutes 40 seconds West a distance of 247.52 feet; thence go North 65 degrees 35 minutes 47 seconds East a distance of 151.00 feet; thence go South 49 degrees 28 minutes 31 seconds West a distance of 111.67 feet; thence go along the arc of a curve to the left having a radius of 225.00 feet (Delta Angle = 76 degrees 02 minutes 45 seconds, Chord Bearing = North 77 degrees 38 minutes 47 seconds West, Chord Distance = 277.19 feet) for an arc length of 228.63 feet; thence go South 64 degrees 19 minutes 50 seconds West a distance of 105.61 feet; thence go along the arc of a curve to the left having a radius of 225.00 feet (Delta Angle = 48 degrees 19 minutes 33 seconds, Chord bearing = South 40 degrees 10 minutes 03 seconds West, Chord Distance = 184.20 feet) for an arc length of 189.78 feet to POINT OF BEGINNING.

AREA 3
A parcel of land, being a portion of the Louisiana State University campus, containing 3.502 acres, located in Sections 54 and 55, Township 7 South, Range 1 West, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows:
COMMENCE at the NGS survey control monument designated as LSU 1; PID BJS321, being a 4 inch diameter stainless steel pedestal with a 5/8 inch threaded stud located at the Southwest corner of the rooftop of the Center for Engineering and Business Administration (CEBA) building at the Louisiana State University Campus. The aforesaid survey control monument having a Louisiana State Plane System (Louisiana South Zone, U.S. feet, NAD 83) horizontal coordinate of : Northing = 693693.11, Easting = 3329089.77; thence, within the aforesaid Louisiana State Plane System for the remaining courses, go North 48 degrees 24 minutes 02 seconds West a distance of 1913.01 feet to POINT OF BEGINNING; thence go North 80 degrees 28 minutes 32 seconds West a distance of 363.26 feet; thence go along the arc of a curve to the right having a radius of 60.00 feet (Delta Angle = 79 degrees 25 minutes 40 seconds, Chord Bearing = North 40 degrees 45 minutes 41 seconds West, Chord Distance = 76.67 feet) for an arc length of 83.18 feet; thence go North 01 degrees 02 minutes 51 seconds West a distance of 173.00 feet; thence go along the arc of a curve to the left having a radius of 595.00 feet (Delta Angle = 16 degrees 39 minutes 33 seconds, Chord Bearing = North 09 degrees 22 minutes 38 seconds West, Chord Distance = 172.39 feet) for an arc length of 173.00 feet; thence go North 87 degrees 34 minutes 00 seconds East a distance of 332.52 feet; thence go South 02 degrees 40 minutes 40 seconds East a distance of 87.98 feet; thence go along the arc of a curve to the left having a radius of 460.00 feet (Delta Angle = 23 degrees 18 minutes 41 seconds, Chord Bearing = South 14 degrees 20 minutes 01 seconds East, Chord Distance = 185.87 feet) for an arc length of 187.16 feet; thence go South 25 degrees 59 minutes 21 seconds East a distance of 70.00 feet; thence go along the arc of a curve to the right having a radius of 275.00 feet (Delta Angle = 31 degrees 24 minutes 30 seconds, Chord Bearing = South 10 degrees 17 minutes 07 seconds East, Chord Distance = 148.87 feet) for an arc length of 150.75 feet to the POINT OF BEGINNING.

Point of Commencement
NGS survey control monument designated as LSU 1; PID BJS321, being a 4 inch diameter stainless steel pedestal with a 5/8 inch threaded stud located at the Southwest corner of the rooftop of the Center for Engineering and Business Administration (CEBA) building at the Louisiana State University Campus. The aforesaid survey control monument having a Louisiana State Plane System (Louisiana South Zone, U.S. feet, NAD 83) horizontal coordinate of Northing = 693693.11, Easting = 3329089.77



LINE	LENGTH	BEARING
L1	26.00'	N 73°59'43" W
L2	44.00'	S 57°53'28" W
L3	10.00'	S 74°14'19" W
L4	69.00'	S 74°14'19" W
L5	79.00'	N 74°14'19" E
L6	23.50'	S 130°3'07" E
L7	32.00'	S 76°23'13" W
L8	55.00'	S 20°06'20" E
L9	33.00'	N 63°34'54" W

DESCRIPTION/DESCRIPTION DRAWING

TIGER STADIUM PLAZA IMPROVEMENTS
LOCATED IN SECTION 54, T-7-S, R-1-W, GREENSBURG LAND DISTRICT,
EAST BATON ROUGE PARISH, LOUISIANA.
FOR: LOUISIANA STATE UNIVERSITY

SEAL:

DATE: 11/07/11
DRAWN BY: TP
CHECKED BY: TP
SCALE: 1"=60'

REVISIONS:

SHEET NO:
1 OF 1
PROJECT NO: 11241

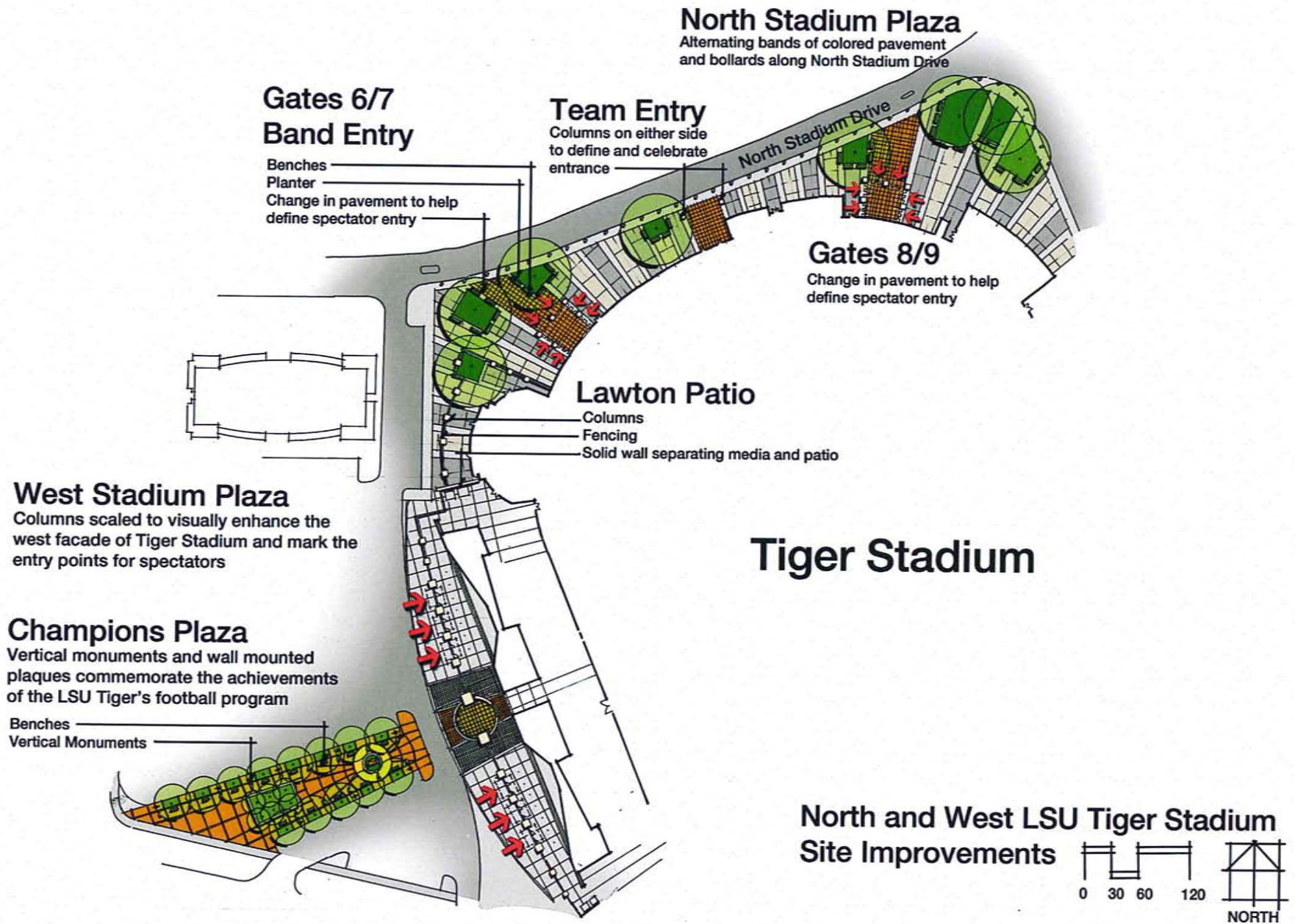


Diagram 1



Diagram 2



Diagram 3

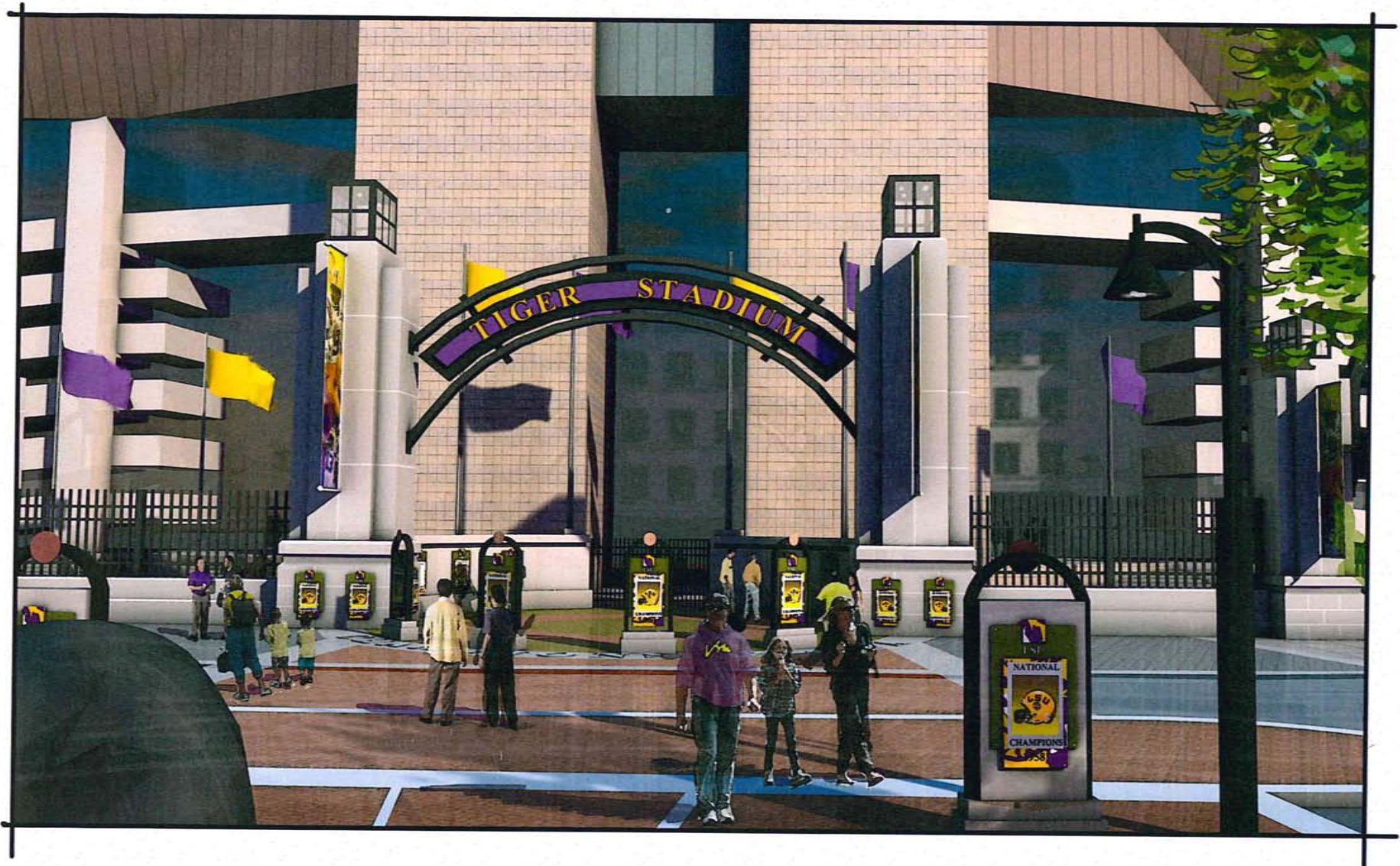


Diagram 4



RECOMMENDATION TO ENTER INTO SERVITUDE AND RIGHT-OF-WAY AGREEMENT WITH THE EAST BATON ROUGE PARISH SEWERAGE COMMISSION FOR SEWER FORCE MAIN

To: Members of the Board of Supervisors

Date: December 9, 2011

Pursuant to Article VII, Section 8, D.2(a) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.2(a) The assignment, lease, transfer, encumbrance or sale of land, mineral rights, rights-of-way, servitudes or other immovable property owned or controlled by LSU.

1. Summary of Matter

It is recommended that the LSU Board of Supervisors enter into a Servitude and Right-of-Way Agreement with the East Baton Rouge Parish Sewerage Commission (EBROSCO) conveying servitudes and rights-of-way to EBROSCO for a sewer force main to be routed through LSU and LSU AgCenter property.

The intent of the project is to abandon the existing Central Wastewater Treatment Plant near LSU and route a new sanitary force main from the Central Wastewater Treatment Plant to the South Wastewater Treatment Plant across property of LSU and the LSU AgCenter. The agreement provides to LSU and the AgCenter:

- A sewer pump station and acceptable screen wall to be built, operated and maintained by EBROSCO, located south of Skip Bertman Drive along Nicholson Drive (LA 30).
- Installation of a gravity flow sewer main that will be designed for the discharge of LSU and Ag Center properties passing through LSU's Main Lift Station to gravity feed to the new EBROSCO pump station.

The value derived from installation of the new pump station and gravity line will:

1. Eliminate operational problems with the existing 18" sewer force main utilized by LSU and LSU Ag Center.
2. Significantly reduce the scope and cost defined in the current Capital Outlay Request Emergency Project to replace the 18" sewer force main.
3. Reduce maintenance and energy cost associated with pumping sewerage to Central Plant.

In March, 2010 the Board of Supervisors approved a "Letter of Understanding" for the initial design phase of this project. In the letter, LSU stated the intent to convey servitudes in exchange for design and installation of a new sewer pump station to be operated by EBROSCO as well as design and installation of a new gravity feed sewer main from LSU's existing Main Lift Station to the new EBROSCO pump station.

2. Review of Business Plan

See the Fiscal Impact section below.

3. Fiscal Impact

Three certified real estate appraisers have appraised the estimated value of the land being offered in the proposed servitude and right-of-way agreement. One was retained by LSU and the other two were retained by EBROSCO. The results of these appraisals (see Exhibit 1) indicate that the agreement is a sound business decision for the University based on the benefits that will be derived by LSU.

4. Description of Competitive Process

Not applicable.

5. Review of Legal Documents

Servitude and Right-of-Way Agreements are in order.

6. Parties of Interest

- LSU Board of Supervisors
- LSU
- LSU Ag Center
- East Baton Rouge Metropolitan Council
- East Baton Rouge Parish Sewerage Commission

7. Related Transactions

None.

8. Conflicts of Interest

None.

ATTACHMENTS:

- Letter from Chancellor Martin
- Appraisal Results
- Drawings of proposed routes

RECOMMENDATION

It is recommended that the LSU Board of Supervisors adopt the following resolution:

"NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that John V. Lombardi, President of the LSU System, or his designee, is authorized on behalf of and in the name of the Board of Supervisors to approve a Servitude and Right-of-Way Agreement for LSU Sewer Improvements with the East Baton Rouge Parish Sewerage Commission (EBROSCO) conveying servitudes and rights-of-way to EBROSCO for a sewer force main to be routed through LSU and LSU AgCenter property generally in accordance with Exhibit 2 in globo, attached hereto. Be it further resolved that the agreement provides to LSU: 1) A sewer pump station and acceptable screen wall to be built, operated and maintained by EBROSCO, located south of Skip Bertman Drive along Nicholson Drive, and 2) Installation of a gravity flow sewer main that will be designed for the discharge of LSU and Ag Center properties passing through LSU's Main Lift Station to gravity feed to the new EBROSCO pump station.

BE IT FURTHER RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize John V. Lombardi, President of the Louisiana State University System or his designee, in consultation with General Counsel, to execute all such approvals and additional documents as are necessary and proper to implement the purposes and provisions of the Servitude and Right-of-Way Agreement."



LOUISIANA STATE UNIVERSITY

Office of the Chancellor

To: John V. Lombardi
President
LSU System

Date: November 8, 2011

From: 
Mike Martin
Chancellor

Subject: Servitude Agreement with Baton Rouge Water Works for Water Main Routed through LSU

Attached for your review are documents supporting a request to enter into a Servitude Agreement with Baton Rouge Water Works Company (BRWW). The servitude will grant BRWW the ability to run a water main through property owned by LSU. The route for the water main is parallel to Nicholson Drive between GSRI Road and Gardere Lane (Exhibit A).

LSU will realize benefit from the installation of the line in the ability to develop and use the adjacent property as planned in the LSU South Campus Master Plan.

It is requested that the attached be forwarded to the Board of Supervisors for placement on the agenda for the December 2011 Board of Supervisors meeting.

Attachments



LOUISIANA STATE UNIVERSITY

CAMPUS CORRESPONDENCE

To: Mike Martin
Chancellor

Date: November 7, 2011

From: Eric N. Monday
Vice Chancellor for Finance and
Administrative Services & CFO

Subject: Servitude and Right-of-Way Agreement with the East Baton Rouge Parish Sewerage Commission for Sewer Force Main Routed through LSU

We have reviewed and recommend approval to enter into a Servitude and Right-of-Way Agreement ("Agreement") with the East Baton Rouge Parish Sewerage Commission ("EBROSCO") conveying servitudes to EBROSCO for a sewer force main to be routed through LSU property. The agreement, to be drafted by EBROSCO, provides to LSU:

- A sewer pump station and acceptable screen wall to be built, operated and maintained by EBROSCO, located south of Skip Bertman Drive along Nicholson Drive (LA 30).
- Installation of a gravity flow sewer main that will be designed for the discharge of LSU and Ag Center properties passing through LSU's Main Lift Station to gravity feed to the new EBROSCO pump station.

The planned route for the 42" sewer force main as shown on the attached drawing "West Campus Area Summary" provides EBROSCO with a means to transport sewerage, currently being treated at the Central Wastewater Treatment Plant (River Road, NW of Campus), to the South Wastewater Treatment Plant (Gardere Lane), which is currently under construction.

Also included in the proposed servitude are the Pony Farm, LSU Bird Sanctuary, and Burden Center pathways (see Exhibit 2). We have reviewed and have no issue with the paths and physical improvements proposed. All are included in the estimated value.

Three certified real estate appraisers, one retained by LSU and the other two by EBROSCO, have appraised the estimated value of the land being offered in the proposed servitude. The results of these appraisals (see Exhibit 1), while varying greatly, still indicate that the agreement is a sound business decision for LSU. The value derived from installation of the new pump station and gravity line will:

1. Eliminate operational problems with the existing 18" sewer force main utilized by LSU and LSU Ag Center.

**SERVITUDE AND RIGHT-OF-WAY AGREEMENT
FOR LSU SEWER IMPROVEMENTS**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on the dates set forth herein below, before us, the undersigned Notaries Public, duly commissioned and qualified in and for the Parish of East Baton Rouge, State of Louisiana and in the presence of the designated competent witnesses, personally came and appeared:

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, hereinafter referred to as “LSU,” a public body corporate organized and existing under the Constitution and laws of the State of Louisiana, appearing and represented by John V. Lombardi, the authorized President of the Louisiana State University System to act herein by Resolution of LSU, a certified copy of which is annexed hereto;

THE EAST BATON ROUGE PARISH SEWERAGE COMMISSION, hereinafter referred to as “EBROSCO,” represented by (J. Michael Walker, Sr.) authorized by virtue of a Resolution of the Metropolitan Council of the City of Baton Rouge and Parish of East Baton Rouge, a certified copy of which is attached.

who enter into this Servitude and Right-of-Way Agreement for LSU Sewer Improvements (hereinafter “Agreement”).

WITNESSETH:

Whereas, EBROSCO is making sewer improvements throughout the Parish of East Baton Rouge, Louisiana, that will benefit the public; and

Whereas, a portion of the sewer improvements to be made in the Parish of East Baton Rouge cross lands owned by LSU; and

Whereas, City/Parish is willing to construct certain facilities for the benefit of LSU in exchange for the granting of the servitudes necessary for the project; and

Whereas, the public purpose of this sewer project and the following provisions granting servitudes or other uses as set out herein benefit the parties to this Agreement and the public in general:

NOW THEREFORE, in consideration of the mutual covenants contained herein and the mutual benefits derived by the parties hereto and the benefit to the public in general, the parties do agree to the exchanges of property interest(s) and services to be provided as follows, to-wit:

1. Pump Station and Other Construction by EBROSCO.

EBROSCO shall construct and maintain a 10 million-gallon-per-day pump station to be located near the intersection of Nicholson Drive and Nicholson Extension. EBROSCO shall construct approximately 7,000 feet of 20-inch sewer force main from the new pump station to Pump Station 42 (site of Central Treatment Plant). LSU shall be responsible for and provide all power needs to the pump station. EBROSCO also shall construct approximately 2,000 feet of 30-inch sewer gravity main from the existing Powerhouse pump station to the new pump station. The final location of said sewer gravity main shall be fixed by LSU by January 13, 2012. LSU hereby grants to EBROSCO a temporary servitude over that area necessary for EBROSCO to construct said gravity main, which temporary servitude will terminate upon completion of the gravity main's construction. LSU will be allowed to connect the sewer gravity main once EBROSCO construction is completed and after adequate notice having been provided to EBROSCO. LSU will own and maintain the sewer gravity main.

2. Grant of Servitude and Right-of-Way.

In return for the above improvements, accruing to LSU herein, and for other valuable consideration, LSU does hereby enter into this Servitude and Right-of-Way Agreement for LSU Sewer Improvements, and does hereby grant unto EBROSCO, a non-exclusive servitude and right-of-way (collectively "servitude and right-of-way) upon the terms and conditions hereinafter set forth for the following projects:

A) Central Consolidation – Pump Station 42 Force Main (Project #09-FM-MS-0033)

For the purpose of laying, constructing, operating, inspecting, maintaining, repairing and/or removing a 48-inch force main and a 20-inch force main, the below described right(s) shall be granted.

Sewer Servitude:

Parcel Nos. 5-1-S-1, 9-1-S-1, 14-2-S-1, 15-1-S-1, 16-1-S-1, being certain parcels or tracts of land more particularly described on that map prepared by Stephen V. Estopinal, Professional Land Surveyor, dated January 13, 2011 and attached as Exhibit "A."

Temporary Construction Servitude:

Parcel Nos. 5-1-C-1, 8-1-C-1, 9-1-C-1, 9-1-C-2, 13-1-C-1, 13-1-C-2, 14-2-C-1, 14-2-C-2, 14-2-C-3, 14-2-C-4, 15-1-C-1, being certain parcels or tracts of land more particularly described on that map prepared by Stephen V. Estopinal, Professional Land Surveyor, dated January 13, 2011 and attached as Exhibit "A." The said temporary construction servitude is for a period of three (3) years beginning at the actual start of construction on the property. However, it is understood and agreed that the right to use the property hereinabove subjected to the temporary construction servitude shall terminate no later than completion and final acceptance of said construction of the project. The said land

shall be cleaned of all debris and extraneous materials and left in a neat and presentable condition free from construction scars.

B) Central Consolidated Pump Stations (2, 3, 4, 5, 6, 7, 10, and 91) (Project #09-PS-MS-0035)

For the purpose of laying, constructing, operating, inspecting, maintaining, repairing and/or removing Pump Station 2, the below described right(s) shall be granted.

Sewer Servitude:

Parcel No. 1-1-S-1, being certain parcels or tracts of land more particularly described on that map prepared by David L. Patterson, Professional Land Surveyor, dated November 23, 2010 and attached as Exhibit "B."

Temporary Construction Servitude:

Parcel No. 1-1-C-1, being certain parcels or tracts of land more particularly described on that map prepared by David L. Patterson, Professional Land Surveyor, dated November 23, 2010 and attached as Exhibit "B." The said temporary construction servitude is for a period of three (3) years beginning at the actual start of construction on the property. However, it is understood and agreed that the right to use the property hereinabove subjected to the temporary construction servitude shall terminate no later than completion and final acceptance of said construction of the project. The said land shall be cleaned of all debris and extraneous materials and left in a neat and presentable condition free from construction scars.

C) Multiple Pump Stations – Nicholson Drive/Brightside Drive (Project #09-PS-MS-0048)

For the purpose of laying, constructing, operating, inspecting, maintaining, repairing and/or removing Pump Station 107 and 505A, the below described right(s) shall be granted.

Sewer Servitude:

Parcel No. 3-1-S-1, being certain parcels or tracts of land more particularly described on that map prepared by Stephen V. Estopinal, Professional Land Surveyor, dated October 17, 2011 and attached as Exhibit "C."

Multi-Purpose Servitude:

Parcel No. 3-1-M-1, being certain parcels or tracts of land more particularly described on that map prepared by Stephen V. Estopinal, Professional Land Surveyor, dated October 17, 2011 and attached as Exhibit "C."

Temporary Construction Servitude:

Parcel Nos. 2-1-C-1, being certain parcels or tracts of land more particularly described on that map prepared by Stephen V. Estopinal, Professional Land Surveyor, dated

October 17, 2011 and attached as Exhibit "C." The said temporary construction servitude is for a period of three (3) years beginning at the actual start of construction on the property. However, it is understood and agreed that the right to use the property hereinabove subjected to the temporary construction servitude shall terminate no later than completion and final acceptance of said construction of the project. The said land shall be cleaned of all debris and extraneous materials and left in a neat and presentable condition free from construction scars.

D) Nicholson Drive-Highland Road-Perkins Road (Project #09-FM-MS-0047)

For the purpose of laying, constructing, operating, inspecting, maintaining, repairing and/or removing a 16-inch force main, the below described right(s) shall be granted.

Sewer Servitude:

Parcel Nos. 9-3-S-1, 9-4-S-1, being certain parcels or tracts of land more particularly described on that map prepared by David L. Patterson, Professional Land Surveyor, dated September 6, 2011 and attached as Exhibit "D."

Temporary Construction Servitude:

Parcel Nos. 9-3-C-1, 9-4-C-1, being certain parcels or tracts of land more particularly described on that map prepared by David L. Patterson, Professional Land Surveyor, dated September 6, 2011 and attached as Exhibit "D." The said temporary construction servitude is for a period of three (3) years beginning at the actual start of construction on the property. However, it is understood and agreed that the right to use the property hereinabove subjected to the temporary construction servitude shall terminate no later than completion and final acceptance of said construction of the project. The said land shall be cleaned of all debris and extraneous materials and left in a neat and presentable condition free from construction scars

E) Airline Highway Pipelines Project (Project #10-GS-MS-0007)

For the purpose of laying, constructing, operating, inspecting, maintaining, repairing and/or removing a 24-inch force main, the below described right(s) shall be granted.

Sewer Servitude:

Parcel Nos. 1-1-S-1, 2-1-S-1, 3-1-S-1, 42-1-S-1, being certain parcels or tracts of land more particularly described on that map prepared by Sam M. Holladay, III, Professional Land Surveyor, and attached as Exhibit "E."

Temporary Construction Servitude:

Parcel Nos. 1-1-C-1, 1-1-C-2, 2-1-C-1, 42-1-C-1, being certain parcels or tracts of land more particularly described on that map prepared by Sam M. Holladay, III, Professional Land Surveyor, and attached as Exhibit "E." The said temporary construction servitude is for a period of three (3) years beginning at the actual start of construction on the

property. However, it is understood and agreed that the right to use the property hereinabove subjected to the temporary construction servitude shall terminate no later than completion and final acceptance of said construction of the project. The said land shall be cleaned of all debris and extraneous materials and left in a neat and presentable condition free from construction scars

F) Pump Station 58 Improvements Project (Project #09-PS-UF-001)

For the purpose of laying, constructing, operating, inspecting, maintaining, repairing and/or removing Pump Station 58, the below described right(s) shall be granted.

Sewer Servitude:

Parcel No. 1-3-S-1, being certain parcels or tracts of land more particularly described on that map prepared by Christopher L. Ballard, Professional Land Surveyor, dated October 24, 2011, and attached as Exhibit “F.”

Temporary Construction Servitude:

Parcel No. 1-3-C-1, being certain parcels or tracts of land more particularly described on that map prepared by Christopher L. Ballard, Professional Land Surveyor, dated October, 24, 2011, and attached as Exhibit “F.” The said temporary construction servitude is for a period of three (3) years beginning at the actual start of construction on the property. However, it is understood and agreed that the right to use the property hereinabove subjected to the temporary construction servitude shall terminate no later than completion and final acceptance of said construction of the project. The said land shall be cleaned of all debris and extraneous materials and left in a neat and presentable condition free from construction scars

G) Bayou Duplantier Sewer Area Upgrades Project (Project #09-GS-MS-0042)

For the purpose of temporarily accessing sanitary sewer construction areas, the below described right(s) shall be granted.

Temporary Construction Servitude:

Parcel No. 17-1-C-1, being certain parcels or tracts of land more particularly described on that map prepared by Darvin W. Ferguson, Professional Land Surveyor, recorded on August 18, 2011, in the Office of the Clerk as Original 187 of Bundle 12347 and attached as Exhibit “G.” The said temporary construction servitude is for a period of three (3) years beginning at the actual start of construction on the property. However, it is understood and agreed that the right to use the property hereinabove subjected to the temporary construction servitude shall terminate no later than completion and final acceptance of said construction of the project. The said land shall be cleaned of all debris and extraneous materials and left in a neat and presentable condition free from construction scars

H) Multiple Pump Stations – Highland Road/Kenilworth Parkway (Project #10-PS-MS-0009)

For the purpose of laying, constructing, operating, inspecting, maintaining, repairing and/or removing the LSU Pump Station, the below described right(s) shall be granted.

Sewer Servitude:

The exact location of Item H is not known at this time. Attached as Exhibit “H” is the approximate location of the Servitude for the Multiple Pump Stations. EBROSCO and LSU will work together to locate the Servitude in a reasonable manner, and the President of the LSU System is authorized on behalf of LSU, and J. Michael Walker, Sr., Mayor-President – Pro Tem is authorized on behalf of EBROSCO to amend this Servitude and Right-of-Way Agreement for LSU Sewer Improvements to add an Exhibit reflecting the final location of this or any other servitude and right-of-way location described herein.

All of the areas over which LSU hereby grants a Servitude to EBROSCO shall be referred to in globo as the “Servitude Area.”

Furthermore, the parties acknowledge and agree that this project is of significant size and magnitude and, as the project progresses, it may be necessary to alter the locations of some of the above described servitudes. The President of the LSU System on behalf of LSU and J. Michael Walker, Sr., Mayor-President – Pro Tem on behalf of EBROSCO are authorized to amend the exhibits to this Servitude and Right-of-Way Agreement for Sewer Improvements to accurately reflect the final location of any servitude granted hereby. The parties agree that this Agreement will not be recorded in the conveyance records of the Parish of East Baton Rouge, Clerk of Court until both parties agree that all exhibits are final.

For purposes of this Agreement, the term “EBROSCO Improvements” shall refer to the work to be performed on the Servitude Area and the work to be performed by EBROSCO pursuant to Paragraph 1 above.

3. Warranty.

This servitude and right-of-way is granted without any warranty of title, other than as to LSU’s own acts and the acts of those claiming by, through or under LSU, but with full substitution and subrogation to all rights and actions of warranty that LSU may have, and subject to and subordinate to all rights under any existing leases, servitudes and restrictions affecting the Servitude Area. LSU does not warrant, nor make any representation of any nature, express or implied as to, (1) the suitability of the Servitude Area for EBROSCO's purposes, or the zoning of the Servitude Area for EBROSCO’s intended use, (2) the soil and subsurface conditions of the Servitude Area (3) the environmental condition of the Servitude Area, (4) whether or not any of the Servitude Area is composed of wetlands, or (5) the elevation of the Servitude Area with respect to inundation by flood water, all of which are expressly acknowledged by EBROSCO. EBROSCO waives and renounces any and all rights and claims against LSU, its successors or assigns, for damages to persons or property arising or which may arise in connection with the condition of the Servitude Area and arising or which may arise out of or in connection with

pollution, contaminants, or environmental damage attributable to contaminants existing on or in the Servitude Area.

4. Construction of Improvements by EBROSCO.

- (a) EBROSCO hereby agrees to install, operate and maintain the EBROSCO Improvements within the Servitude Area.
- (b) EBROSCO shall utilize the “double ditching” method of excavating. EBROSCO shall remove the surface soil separately for the full length and width of the pipeline trench to a depth of not less than ten (10) inches. All subsoil material which is removed from the trench will be placed in a second stockpile that is separate from the topsoil stockpile. In backfilling the trench the stockpiled subsoil material will be placed back into the trench first followed by the topsoil stockpile. EBROSCO shall tractor tread tap over and above the pipeline (or otherwise adequately pack the ditch). At the time of such filling and tamping said pipeline ditch shall be, as nearly as practical, free of water; and in case of sinking or caving, EBROSCO shall take the necessary steps to refill and re-level the location to its condition prior to construction, including EBROSCO’s responsibility to correct any future caving or sinking. Upon completion of the construction, EBROSCO will clear all debris from the premises by removing same, and will level off the ground above the pipeline as nearly as practicable to that prior to the construction, compacted for ordinary use for the purpose for which LSU uses its property.
- (c) EBROSCO shall bury its pipeline not less than thirty (30") inches below the surface of LSU’s property. Upon completion of the laying of said pipeline, EBROSCO will provide and set visible monuments of concrete or other durable material where the pipeline enters and leaves the land of LSU. In constructing, maintaining and operating said pipeline, EBROSCO shall observe the highest degree of safety practices current in the industry.
- (d) Should any repair, relocation and/or modification of the lines ever be required in the future, the cost of such repair, relocation and/or modifications shall be the responsibility of EBROSCO or its successors in title.
- (e) The discharge of gas, oil, gasoline, or other fuels, or materials capable of causing pollution arising from the operations is prohibited.
- (f) All excavated material from within the project boundary not suitable for backfill shall be disposed of at a location acceptable to LSU. All trees, logs, stumps, shrubs, vines and other woody growth cut to facilitate the construction, operation, and/or maintenance of these pipelines shall be disposed of at a location acceptable to LSU.

5. Use of Servitude by LSU. LSU, for itself and its employees, lessees, representatives, agents, contractors, invitees, licensees, assigns and successors, shall at all times have the right to use the Servitude Area for any purpose whatsoever, which use may include but

not be limited to crossing the Servitude Area on a regular basis to access other property owned by LSU, and planting and/or cultivating the Servitude Area, provided, however, that such use shall not interfere unreasonably with the use, maintenance and operation of the EBROSCO Improvements. Furthermore, LSU specifically reserves the right to grant servitudes and/or rights-of-way to any person or to any third party across the Servitude Area without the consent of EBROSCO, so long as any such servitude or right-of-way does not interfere unreasonably with the rights granted to EBROSCO hereunder.

6. **Maintenance and Repairs.** Upon installation of the EBROSCO Improvements within the Servitude Area, EBROSCO shall remain the owner of the EBROSCO Improvements and shall be fully responsible for maintaining, operating and repairing the EBROSCO Improvements, and EBROSCO shall be responsible for all costs thereof; provided, however, upon completion of construction of the EBROSCO Improvements, EBROSCO shall have no right to mow or clear the Servitude Area except upon (a) demonstrated (to LSU's satisfaction) need to access the EBROSCO Improvements for reasonable repair or maintenance, and (b) prior notice to LSU describing the repair and maintenance EBROSCO intends to do and the date or dates on which the repair and maintenance will occur. Furthermore, EBROSCO agrees that LSU shall have the right to consent to the timing and schedule used by the City of Baton Rouge/Parish of East Baton Rouge to maintain or repair EBROSCO; provided, however, LSU will not unreasonably delay or impede EBROSCO's maintenance or repair of the Improvements.

7. **Insurance.** Upon the grant of this servitude and right-of-way, EBROSCO agrees to maintain, or cause to be maintained, liability insurance against claims for bodily injury, loss of life, or property damage occurring within or in connection with the Servitude Area and the EBROSCO Improvements, with bodily injury, loss of life and property damage covered in a combined single limit of not less than two million and 00/100 dollars (\$2,000,000.00) for total claims per occurrence and five million and 00/100 dollars (\$5,000,000.00) general aggregate. Such insurance shall be with insurance companies duly licensed to do business in the State of Louisiana and bearing an A. M. Best Co. rating of A+:XV as most recently published by A. M. Best Co. (or the equivalent rating by its successor if A. M. Best Co. ceases to exist). The provision of a self-insurance plan reasonably acceptable to the LSU Representative as hereinafter defined is deemed to comply with the provisions of this paragraph. LSU shall be named as additional insured on EBROSCO's liability insurance policies and, upon written request therefor, EBROSCO shall provide to LSU insurance certificates demonstrating compliance with this section and providing that such liability insurance policy shall not be canceled or modified without less than thirty (30) days prior written notice to LSU.

So long as this Agreement is in effect EBROSCO agrees to require its primary contractors on any maintenance or construction on the servitude and right-of-way granted herein to maintain comprehensive general liability and contractual liability insurance with minimum limits of two million dollars (\$2,000,000.00) per occurrence, five million dollars (\$5,000,000.00) aggregate. EBROSCO shall also require its primary contractors to provide automobile liability coverage in the amount of two million dollars (\$2,000,000.00) combined single limit. In addition, EBROSCO shall provide or require minimum statutory worker's compensation coverage for all covered employees who are

on LSU's property. EBROSCO, through its primary contractor, must also provide a Railroad Protective Liability Insurance policy naming LSU as the Named Insured with coverage limits of at least two million dollars (\$2,000,000.00) per occurrence and six million dollars (\$6,000,000.00) aggregate. The original Railroad Protective Liability policy shall be promptly furnished to LSU. Each policy must be issued by financially reputable insurers acceptable to LSU Representative and licensed to do business in all jurisdictions where work is performed during the term of the Agreement. A certificate of insurance will be provided to LSU by EBROSCO, reasonably satisfactory to LSU in form and content, evidencing that all required coverage is in force and has been endorsed to provide that no policy will be canceled or materially altered without first giving LSU thirty (30) day's prior written notice. Commercial general liability policy will name LSU as an additional insured and, to the fullest extent allowed under law, will contain a waiver of subrogation in favor of LSU. All policies will be primary to any insurance or self-insurance LSU may maintain for acts or omissions of EBROSCO or anyone for whom EBROSCO is responsible. Any deductible or self-insured retention on the required insurance shall be the responsibility of EBROSCO. EBROSCO will include copies of relevant endorsements or policy provisions with the required certificate of insurance. Nothing contained herein limits EBROSCO's liability to LSU to the limits of insurance certified or carried by EBROSCO.

8. Indemnification.

- (a) To the extent allowed by law, EBROSCO, for itself and for its officers, agents, contractors, employees, invitees, customers and licensees, agrees to indemnify, defend and to hold LSU harmless against any loss for damages or injuries that may be suffered by LSU or by LSU's board members, officers, agents, contractors, employees, invitees and licensees (herein "LSU Indemnitees"), to the extent such loss arises out of or is related to the negligence or fault of EBROSCO or anything for which and anyone for whom EBROSCO is legally liable, and EBROSCO agrees to pay in full and satisfy any claims, demands or judgments made or rendered against LSU and/or LSU Indemnitees except with respect to acts or omissions by LSU Indemnitees unless said LSU Indemnitees are acting at the direction or request of the EBROSCO.
- (b) To the extent allowed by law, LSU, for itself and for its board members, officers, agents, contractors, employees, invitees, customers and licensees, agrees to indemnify, defend and hold EBROSCO harmless against any loss for damages or injuries that may be suffered by EBROSCO or by EBROSCO's officers, agents, contractors, employees, invitees, and licensees (herein "EBROSCO Indemnitees"), to the extent that such loss arises out of or is related to the negligence or fault of LSU or anything for which and anyone for whom LSU is legally liable, and LSU agrees to pay in full and satisfy any claims, demands or judgments made or rendered against EBROSCO and/or EBROSCO Indemnitees except with respect to acts or omissions by EBROSCO Indemnitees unless said EBROSCO Indemnitees are acting at the request or direction of LSU.

9. **Prudent Safety Practices.** In the construction of the EBROSCO Improvements and other constructions and in its use of the Servitude Area, EBROSCO shall observe prudent safety practices, and EBROSCO assumes responsibility for the safe condition of the Servitude Area and EBROSCO's operations and installation of the EBROSCO Improvements.
10. **Termination.** Should EBROSCO fail to use the same for the purposes herein provided for a period of twelve consecutive months, then and in that event this servitude and right-of-way shall be terminated, and upon termination of this Agreement for any reason, EBROSCO, if so requested by LSU in writing, shall remove the EBROSCO Improvements, and return the Servitude Area to its original condition, within three (3) months of such termination. Alternatively, at the written direction of LSU, EBROSCO shall leave the underground EBROSCO Improvements in the ground. If the EBROSCO Improvements are not removed, EBROSCO shall take all practical steps to leave the EBROSCO Improvements in a safe (including environmentally safe) condition, in accord with the highest industry standards for abandoning pipelines. EBROSCO shall, on written request by LSU, inform LSU of the last usage of the servitude and right-of-way for the purposes herein provided. At LSU's sole discretion, EBROSCO shall remain the owner of the EBROSCO Improvements after termination of this Agreement, and, in that event, EBROSCO agrees to execute and record such documents as required to evidence EBROSCO's continued ownership.
11. **Access.** In addition, EBROSCO shall have the right of ingress and egress to and from said right-of-way from the ends and on established roads of LSU; and EBROSCO agrees that it will repair, as soon as practicable, all damage to said roads caused by it in its use and operations hereunder. The said right of ingress and egress as above set forth shall be restricted to EBROSCO's employees and/or agents for the sole and only purpose of constructing, maintaining, operating, replacing, protecting, repairing, changing the size of, inspecting and removing said servitude. EBROSCO shall coordinate its access to the Servitude Area and its use of any roads with
12. **Natural Drainage.** The drainage of LSU's lands traversed by said servitude and right-of-way shall not be interfered with, and EBROSCO shall not obstruct said drainage during construction or at any time thereafter. EBROSCO, immediately after initial construction, will grade and maintain the land contours as nearly practical to their original levels within the construction route and within the right-of-way.
13. **Assignment.** EBROSCO may not assign its right-of-way or any part hereof, or interest herein, without first obtaining the written consent of LSU, which consent shall not be unreasonably nor arbitrarily delayed, conditioned or withheld. However, should an assignment be approved, EBROSCO shall not be relieved of liability under its covenants in this agreement upon the making of any such assignment.
14. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when (i) deposited in Federal Express (or any other national "next day" delivery service), or (ii) deposited in the United States mail via registered or certified mail, postage prepaid, return receipt requested, or (iii) hand

delivered, or (iv) sent via facsimile or email, provided that acknowledgment of receipt thereof is received by the sending party from the receiving party. Any notice must be addressed as follows:

LSU: Board of Supervisors
Louisiana State University and Agricultural and
Mechanical College
c/o Office of Property, Facilities and Administration
109 System Building
3819 W. Lakeshore Drive
Baton Rouge, Louisiana 70808
Facsimile: (225) 578-7987
Email: jhowel2@lsu.edu

and

Eric N. Monday
Associate Vice Chancellor
Finance & Administrative Services
Louisiana State University
330 Thomas Boyd Hall
Baton Rouge, Louisiana 70803
Facsimile: 225-578-5403
Email: emonday@lsu.edu

and

LSU Agricultural Center
Director of Facilities Planning
208 J. Norman Efferson Hall
Baton Rouge, Louisiana 70803
Facsimile: (225) 578-7351
Email: RHusser@agcenter.lsu.edu

EBROSCO: East Baton Rouge Sewerage Commission (EBROSCO)
c/o East Baton Rouge Parish Attorney
222 St. Louis Street, Suite 902
Baton Rouge, Louisiana 70802
Facsimile: (225) 389-5554
Email: babbott@brgov.com

15. **Term of Servitude.** This servitude and right-of-way shall remain in existence as long as the EBROSCO Improvements remain in existence and operable and have not been abandoned by the EBROSCO for a period longer than twelve months. It is distinctly understood and agreed that this grant of servitude and right-of-way does not constitute a conveyance of any part of the Servitude Area nor of the minerals therein and thereunder,

but grants only the servitude of access for the installation, operation and maintenance of the EBROSCO Improvements thereon.

16. **Servitude; Not a Public Dedication.** The servitude granted herein is a predial servitude established by LSU on its respective properties for the benefit of LSU, its successors or assigns and binding upon the present and future owners and tenants or occupants of the Servitude Area. It is distinctly understood and agreed that this Agreement does not constitute a conveyance of any part of the Servitude Area nor of the minerals therein and thereunder, but grants only the predial servitude as above provided. With the exception of Parcel No. 3-1-M-1 in Paragraph 2(c) above, LSU hereby creates only a limited sewer servitude for the purposes set forth herein, and does not dedicate said servitude as a public road or public servitude for all purposes. Parcel No. 3-1-M-1 in Paragraph 2(c) is created as a multi-purpose servitude for the access and service of the functions of Parcel 3-1 and does not dedicate said servitude as a public road or public servitude.
17. **LSU Representative.** The term “LSU Representative” when used herein shall mean the _____.
18. **Entire Agreement.** This Agreement represents the entire understanding of the parties hereto and shall not be modified except in writing by both parties, and no agreement or representation, verbal or otherwise, made by LSU or EBROSCO shall be binding on any party unless incorporated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed as of the day, month and year first above written, in the presence of the undersigned competent witnesses.

[The remainder of this page has been intentionally left blank.]

**[Signature Page to Servitude and Right-of-Way Agreement
for LSU Sewer Improvements]**

THUS DONE AND PASSED in Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses, who have hereunto signed their names with me, Notary Public, on this _____ day of _____, 2011.

WITNESSES:

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

Printed Name: _____

BY: _____
Name: John V. Lombardi
Title: President of the Louisiana State
University System

Printed Name: _____

NOTARY PUBLIC

Print Name: _____
La. Bar Roll No.: _____

**[Signature Page to Servitude and Right-of-Way Agreement
for LSU Sewer Improvements]**

THUS DONE AND PASSED in Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses, who have hereunto signed their names with me, Notary Public, on this _____ day of _____, 2011.

WITNESSES:

**EAST BATON ROUGE SEWERAGE
COMMISSION (EBROSCO)**

Printed Name: _____

BY: _____

Name: J. Michael Walker, Sr.

Title: Mayor-President Pro Tem/Chairman

Printed Name: _____

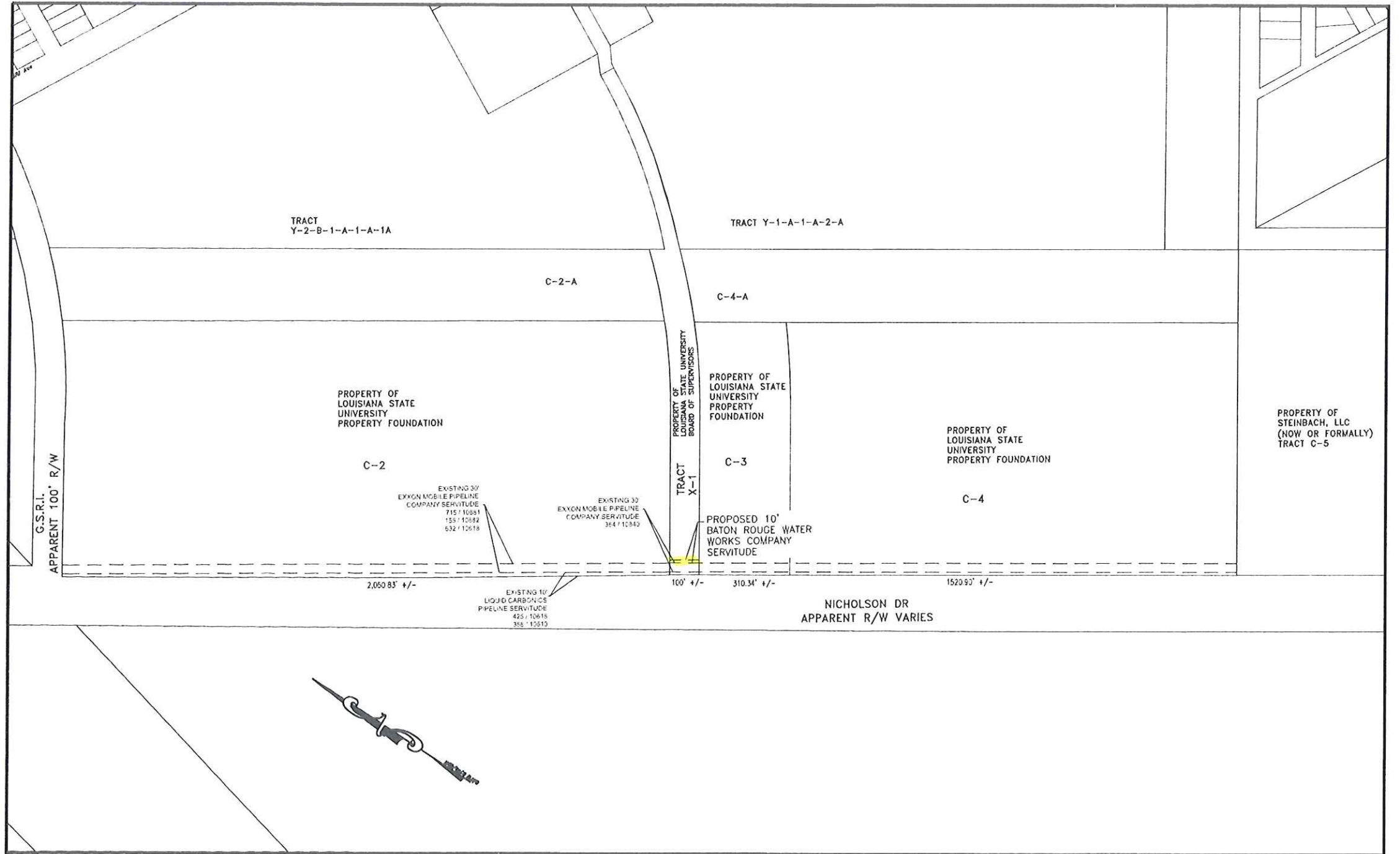
NOTARY PUBLIC

Print Name: _____

La. Bar Roll No.: _____

**EXHIBITS “A” – “H”
SERVITUDE AREA**

EXHIBIT "A"



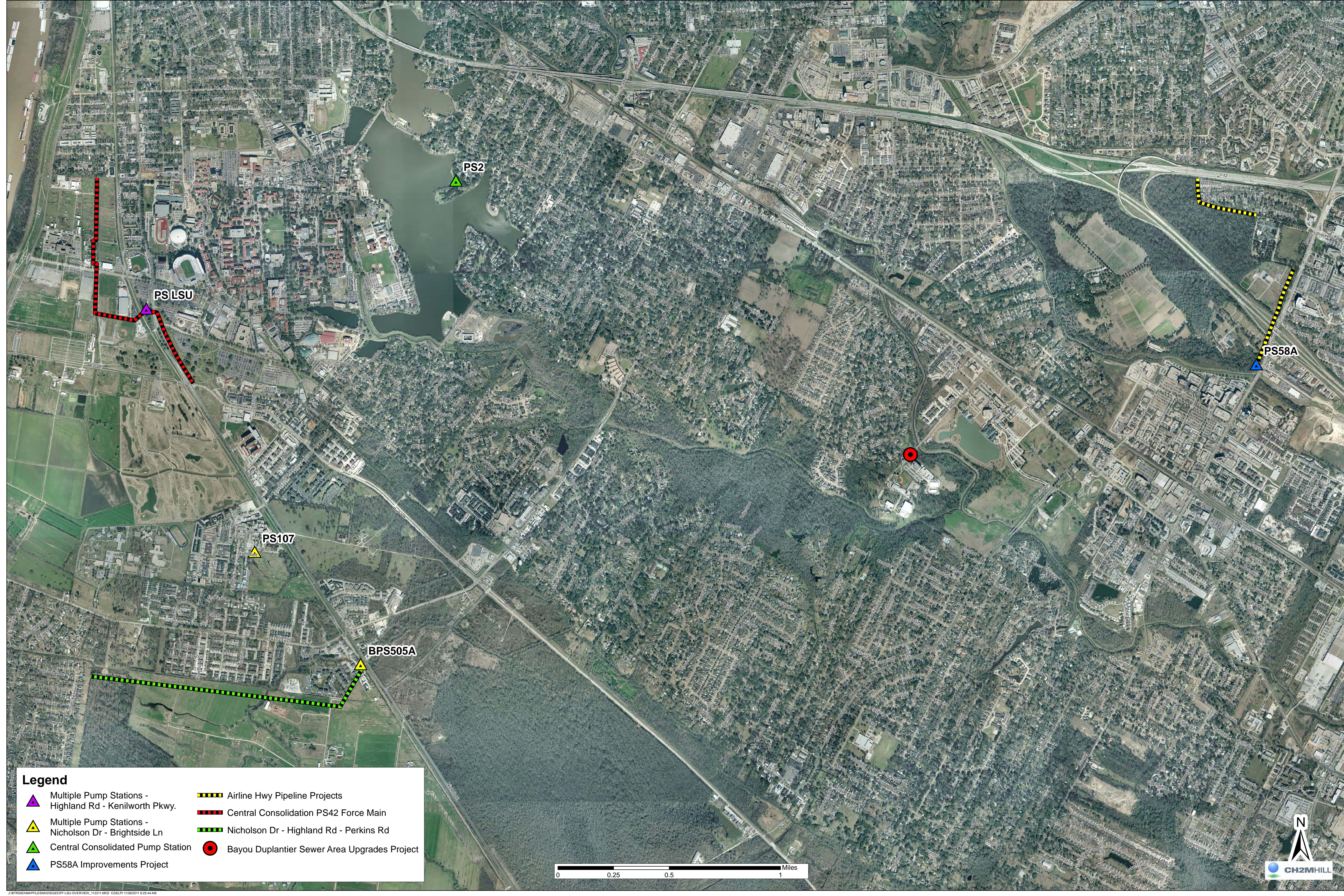
Description	LSU Cost - EBR	LSU Cost - LSU Acquired Survey (Schexnayder)	LSU Cost - EBR Acquired Survey (Shuffield)	LSU Cost - EBR Acquired Survey (Lakvold)	LSU Benefits - EBR
			Note 2	Note 2	
West Campus Area Summary of Cost/Benefits					
West of Railroad Tracks		\$369,201	\$318,878	\$128,396	
East of Railroad Tracks		\$856,496	\$167,339	\$86,220	
Estimated construction costs for 20" force main from new LSU Pump Station					\$2,500,000
Estimated construction costs for new LSU Pump Station					\$2,200,000
Incremental cost savings associated with reduced rehabilitation needs					\$1,200,000
Subtotal	\$430,392	\$1,225,697	\$486,217	\$214,616	\$5,900,000
Pony Farm / Dean Lee Area Summary of Costs/Benefits					
Permanent pump station site donation to EBROSCO for PS 505A (property on Dean Lee Drive)	\$147,200	\$216,087			
Temporary construction servitude donation to EBROSCO for Pump Station 505A	\$11,040	\$1,916			
Permanent pump station site donation to EBROSCO for PS 107 ("Pony Farm" site)	\$14,720	\$13,991			
Permanent sewer servitude donation to EBROSCO for Pump Station 236 Force Main (property on Dean Lee Drive)	\$239,200	\$205,787			
Temporary construction servitude donation to EBROSCO for Pump Station 236 Force Main construction	\$73,600	\$133,164			
Subtotal	\$485,760	\$570,945			
Bird Sanctuary Area Summary of Costs/Benefits					
Permanent pump station site donation to EBROSCO for PS 2 (Bird Sanctuary property)	\$14,720	\$128,110			
Permanent pump station site donation back to LSU from EBROSCO for PS 2					\$9,200
Temporary construction servitude donation to EBROSCO for Pump Station 2 Construction	\$4,600	\$16,515			
Subtotal	\$19,320	\$144,625			\$9,200
Burden Center Area Summary of Costs/Benefits					
Permanent sewer servitude donation to EBROSCO for Pump Station 58 Force Main (LSU Ownership)	\$42,320	\$1,120,208	\$34,837	\$5,226	Note 1
Permanent sewer servitude donation to EBROSCO for Pump Station 58 Force Main (Burden Foundation Ownership)		\$582,038	\$29,588	\$5,007	Note 1
Temporary construction servitude donation to EBROSCO for Pump Station 58 Force Main construction	\$10,580	\$42,581			
Master Plan site improvements (entry drive, roundabout, landscaping)					\$250,000
Subtotal	\$52,900	\$1,744,827	\$64,425	\$10,233	\$250,000
Totals	\$988,372	\$3,686,094	\$550,642	\$224,849	\$6,159,200

CWWTP = EBR Central Wastewater Treatment Plant

EBROSCO = East Baton Rouge Parish Sewerage Commission

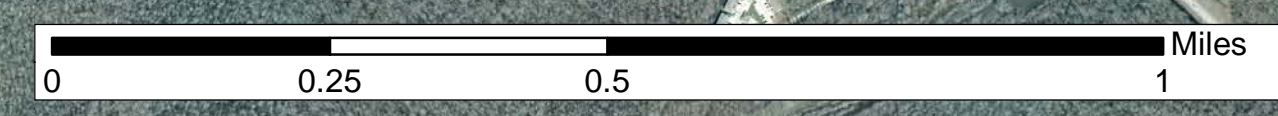
Note 1: These lines are separated by ownership in the LSU acquired survey, but are combined into one in the initial EBR survey.

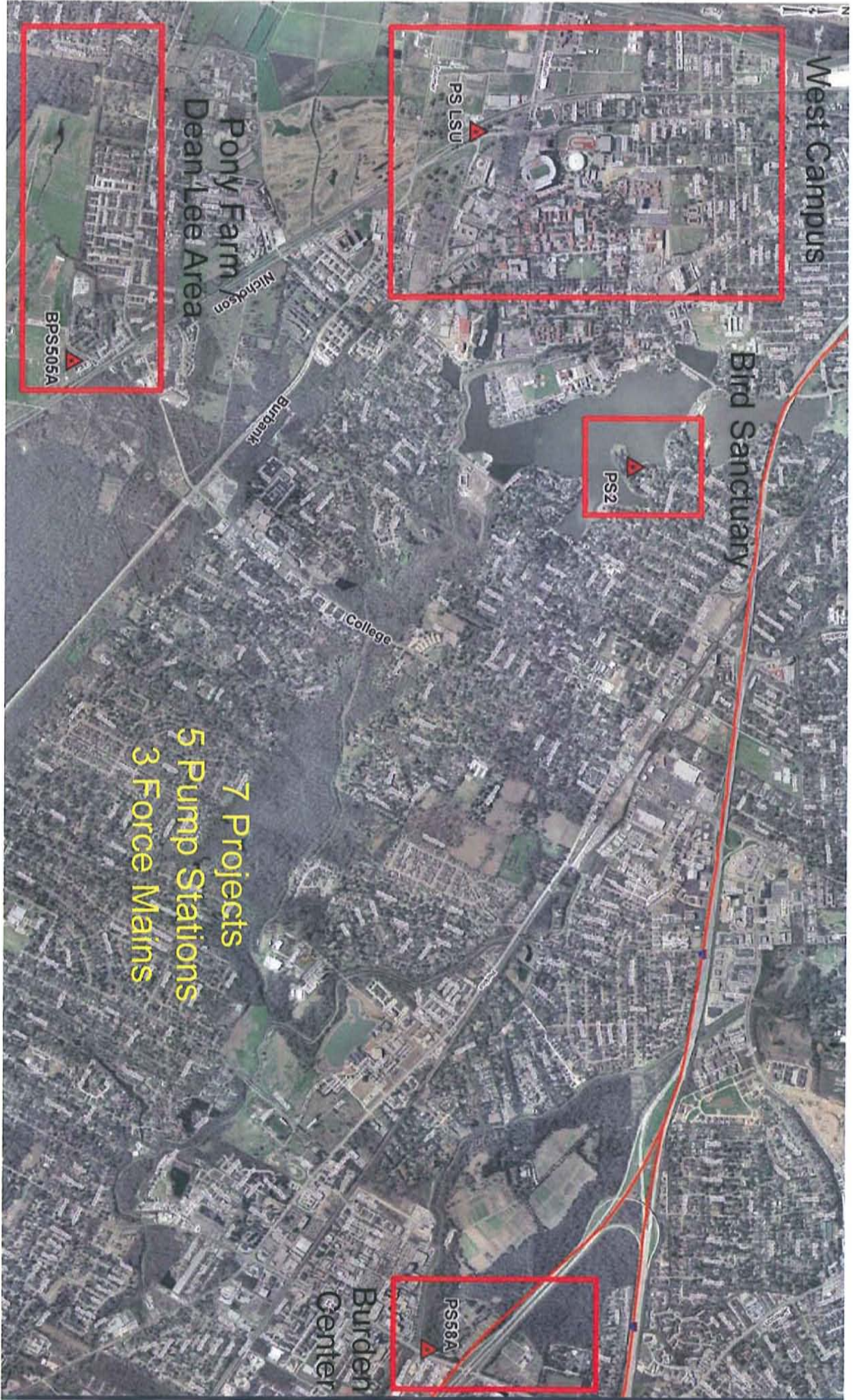
Note 2: The Shuffield and Lakvold surveys did not include appraisals for the Pony Farm or Bird Sanctuary areas.



Legend

- ▲ Multiple Pump Stations - Highland Rd - Kenilworth Pkwy.
- ▲ Multiple Pump Stations - Nicholson Dr - Brightside Ln
- ▲ Central Consolidated Pump Station
- ▲ PS58A Improvements Project
- Airline Hwy Pipeline Projects
- Central Consolidation PS42 Force Main
- Nicholson Dr - Highland Rd - Perkins Rd
- Bayou Duplantier Sewer Area Upgrades Project





West Campus

Bird Sanctuary

Burden Center

College

Burbank

Nicholson

Pony Farm
Dean Lee Area

PS2

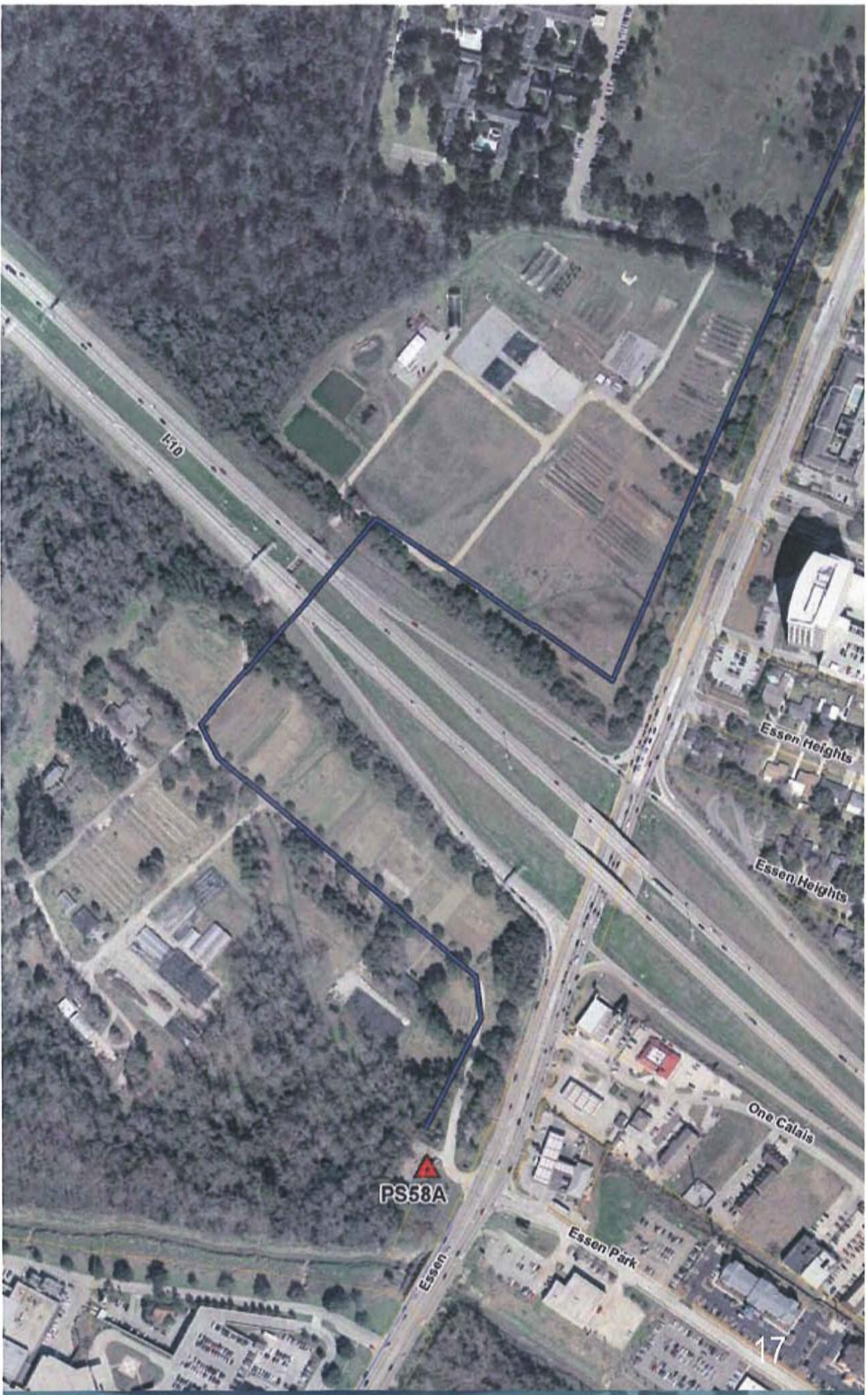
PS LSU

BPS505A

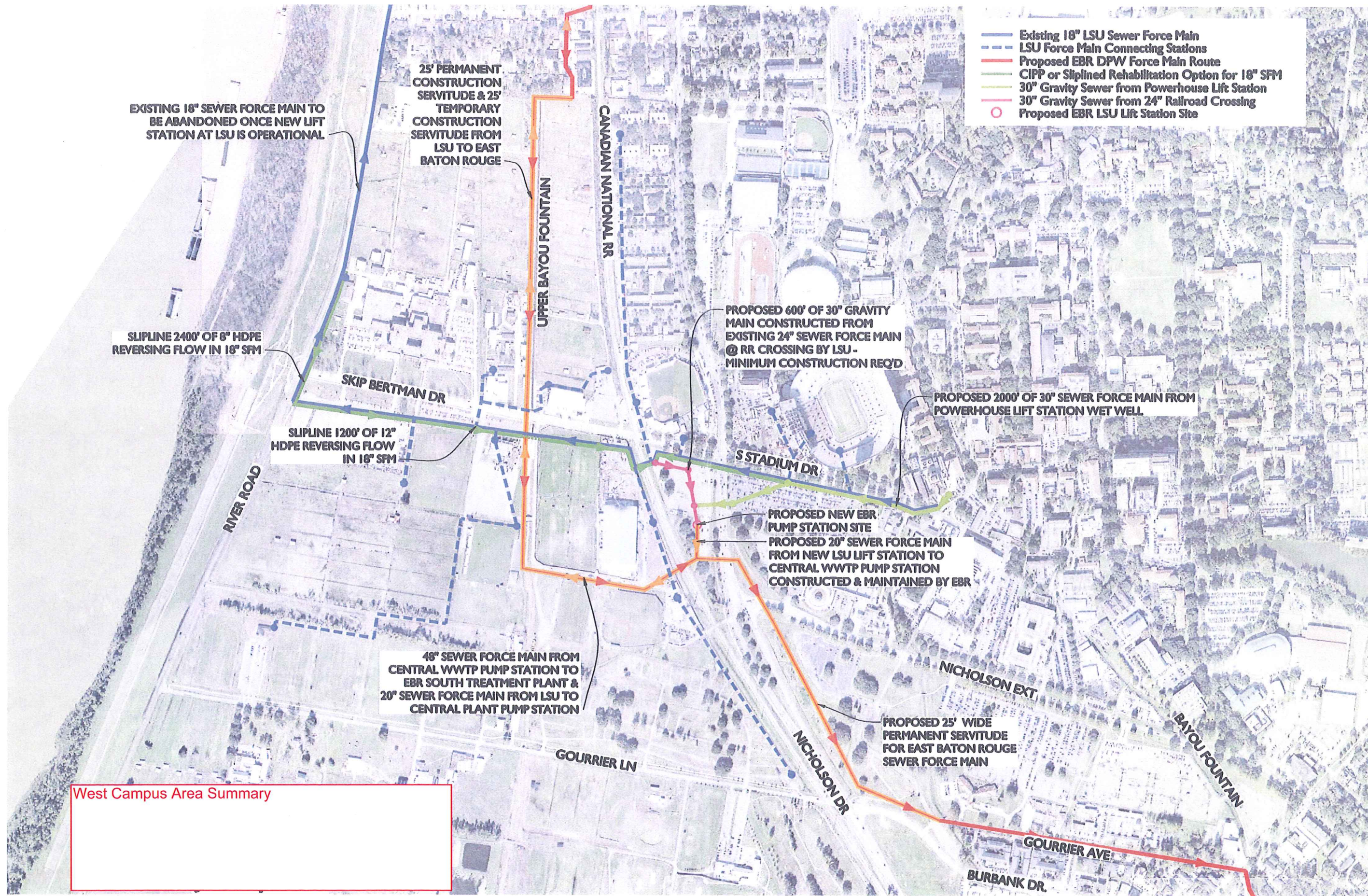
PS58A

7 Projects
5 Pump Stations
3 Force Mains









West Campus Area Summary

**Board of Supervisors of Louisiana State University
and Agricultural and Mechanical College
Capital Outlay Recommendations 2012-2013 in Priority Order**

EMERGENCIES				
PRIORITY	CAMPUS	PROJECT	2012-2013 REQUEST	TOTAL PROJECT COST
E-1 (N)	HSCS	High Voltage Electrical Distribution System Upgrade	\$5,400,000	\$5,400,000
E-2	LSU	Main Campus: Sewer Line Replacement	\$455,000	\$4,521,000
E-3	HSCS	Replacement of Functionally Obsolete Hospital Equipment (Shreveport)	\$15,019,156	\$15,019,156
E-4	HSCS	Replacement of Functionally Obsolete Hospital Equipment (E.A. Conway)	\$6,372,500	\$6,372,500
E-5	HSCS	Replacement of Functionally Obsolete Hospital Equipment (Huey P. Long)	\$3,020,000	\$3,020,000
E-6	LSU	Life Science Annex: Partial Roof Replacement and Waterproofing	\$930,000	\$930,000
E-7	LSU	Patrick Taylor Hall Roof Replacement	\$1,840,000	\$1,840,000
E-8	HSCS	Huey P. Long Medical Center Relocation / Airpark Renovations	\$2,111,500	\$31,621,000
E-9	LSUE	Replacement of Science Laboratory Fume Hoods	\$1,490,048	\$1,490,048
E-10	LSUA	Drainage Outfall Improvements, Part 2	\$427,443	\$5,129,319
E-11	LSUA	Network & Telephone Cabling Infrastructure	\$2,905,353	\$2,905,353
TOTAL			\$39,971,000	\$78,248,376
<i>Shaded projects recommended by Regents</i>				
SELF-GENERATED/REVENUE BOND PROJECTS				
PRIORITY	CAMPUS	PROJECT	2012-2013 REQUEST	TOTAL PROJECT COST
SG-1	HSCNO	Facilities Renovation (Revised scope. No additional funds requested) (FED)	\$0	\$27,450,000
SG-2	LSU	Res Life: New Residence Hall (RB)	\$65,000,000	\$65,000,000
SG-3	LSU	University Recreation: Facility Expansion & Additions(RB)	\$84,750,000	\$84,750,000
SG-4 (N)	LSU	Res Life: Evangeline Hall Renovation(RB)	\$16,600,000	\$16,600,000
SG-5 (N)	LSU	Res Life: Miller & Herget Halls, Replace Chillers (SG)	\$1,650,000	\$1,650,000
SG-6 (N)	LSU	Dean French House Renovations (SG)	\$2,100,000	\$2,100,000
SG-7 (N)	LSU	Hatcher Hall: Basement Renovations (SG)	\$620,000	\$620,000
TOTAL			\$170,720,000	\$198,170,000
<i>Shaded projects recommended by Regents</i>				
CONTINUING PROJECTS				
PRIORITY	CAMPUS	PROJECT	2012-2013 REQUEST	TOTAL PROJECT COST
C-1	HSCNO	Life Safety Generator and Associated Electrical Equipment Upgrades, Uptown Campus (Revised scope. No additional funds requested)	\$0	\$1,100,000
C-2	LSU	South Campus Land Acquisition	\$8,750,000	\$10,000,000
C-3	LSU	Choppin Hall Annex: Chemistry Lab Building (Supplemental Funds)	\$3,750,000	\$33,924,000
C-4	LSU	Renovate Old Engineering Shops for Art Department	\$14,930,000	\$15,305,000
C-5	HSCS	Feist-Weiller Cancer Research Building (Shreveport)	\$40,700,000	\$55,000,000
TOTAL			\$68,130,000	\$115,329,000
<i>Shaded projects recommended by Regents</i>				

(N) - New First Year Request
 SG - Self-Generated Funds
 RB - Revenue Bonds
 GOB - General Obligation Bonds
 FED - Federal Funds

NEW PROJECTS (NOT IN PREVIOUS CAPITAL OUTLAY BILL)				
PRIORITY	CAMPUS	PROJECT	2012-2013 REQUEST	TOTAL PROJECT COST
1	LSU	French House Renovation	\$600,000	\$5,827,000
2	LSU	Highland Road Center Mechanical Plant Upgrades	\$2,320,000	\$2,320,000
3	AgCenter	Livestock Education Facility	\$5,000,000	\$5,000,000
4	UNO	Human Performance Center Renovations for Fine Arts	\$500,000	\$6,100,000
5	HSCNO	Dental School Mechanical, Electrical Systems Modernization and ADA Improvement	\$1,430,528	\$9,536,851
6	(N) LSUE	Replacement of Hundley Hall Chillers	\$985,000	\$985,000
7	(N) LSUS	Land Acquisition- "Kemp Land"	\$600,000	\$600,000
8	AgCenter	Animal and Food Science Facilities Renovation and Modern. - Ph III	\$530,000	\$6,760,000
9	LSUS	Bronson Hall Renovation	\$1,103,750	\$14,570,000
10	LSU	Howe-Russell-Kniffen Geoscience (West) Renovation	\$2,500,000	\$24,675,000
11	LSU	Atkinson Hall Renovation	\$1,500,000	\$18,235,000
12	HSCS	Hospital Acute Care Patient Tower (Shreveport)	\$6,810,978	\$91,810,286
13	AgCenter	Animal and Food Sciences Facilities Renovation and Modernization- Phase IV	\$500,000	\$6,575,000
14	HSCS	Hospital Diagnostic Support Service Renovation (Shreveport)	\$645,908	\$9,199,500
15	HSCS	Outpatient Surgery - Imaging Center (Shreveport)	\$1,724,044	\$33,188,528
16	LSUA	Business and Education Building	\$1,062,200	\$13,064,552
17	HSCS	Comprehensive Care Center (E.A. Conway)	\$1,391,155	\$21,693,860
18	LSU	College of Engineering, Chemical Engineering Building (\$19M SG & \$19 GOB)	\$19,869,000	\$38,000,000
19	LSUS	HPE Renovation and Expansion	\$1,048,250	\$13,304,000
20	AgCenter	Animal and Food Science Facilities Renovation and Modern. - Ph V	\$474,000	\$6,663,000
21	LSUA	Library Flooring Asbestos Abatement and General Refurbishing	\$993,552	\$993,552
22	(N) LSU	Choppin Hall Renovations	\$4,200,000	\$41,375,000
23	LSU	Prescott Hall Renovation	\$1,500,000	\$14,760,000
24	LSUE	Science Building Renovations	\$781,490	\$9,992,880
25	UNO	Central Utilities Plant Additions/Improvements	\$333,500	\$4,002,000
26	UNO	Earl K. Long Library- Roof Replacement	\$972,000	\$972,000
27	LSUA	Renovation of Oakland Hall	\$315,000	\$4,580,000
28	LSUE	Financial Aid Office Renovations	\$308,750	\$308,750
29	LSUS	Computer Room Generator - Disaster Recovery	\$714,000	\$714,000
30	HSCS	Campus Wayfinding / Directional and Locational Signage (Shreveport)	\$92,700	\$1,112,400
TOTAL			\$60,805,805	\$406,918,159
<i>Shaded projects recommended by Regents</i>				
TOTAL ALL CAMPUSES			\$339,626,805	\$798,665,535

(N) - New First Year Request
SG - Self-Generated Funds
RB - Revenue Bonds
GOB - General Obligation Bonds
FED - Federal Funds

Louisiana Board of Regents
Capital Outlay Recommendation for FY 2012-2013

Priority in Category	Overall Priority	System	Campus	Project	Actual Previous Funding	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	Remaining Total	Project Total
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Emergency Projects

(projects highlighted in yellow are new to the BOR recommendation in 2011)

1	1	ULS	MSU	American With Disabilities Act Compliance Campus-Wide	\$2,000,000	\$4,000,000					\$4,000,000	\$6,000,000
2	2	BOR	BOR	Major Repairs and Reroofing, Life Safety and ADA Compliance Statewide		\$15,000,000	\$15,000,000	\$15,000,000			\$45,000,000	\$45,000,000
3	3	LSU	LSUHSCS	High Voltage Electrical Distribution System Upgrade (New project for 2011)		\$8,000,000					\$8,000,000	\$8,000,000
4	4	ULS	GSU	Library Deficiencies Emergency Correction	\$2,800,000	\$1,700,000					\$1,700,000	\$4,500,000
5	5	ULS	GSU	Long-Jones Hall Renovation	\$2,715,000	\$2,000,000					\$2,000,000	\$4,715,000
6	6	ULS	TECH	Water Distribution System Repairs and Improvements (Supplemental Funding Request)	\$3,000,000	\$2,950,000					\$2,950,000	\$5,950,000
7	7	LSU	LSU-A	Drainage Outfall Project, Correction of Campus Drainage (Phase 2 funding request)		\$427,443	\$4,701,876				\$5,129,319	\$5,129,319
8	8	SU	SUAREC	Ag Extension Service Building Corrections (A. O. Williams Hall)	\$200,000	\$1,500,000					\$1,500,000	\$1,700,000
9	9	LSU	LSU-A	Network and Telephone Cabling Infrastructure		\$2,905,353					\$2,905,353	\$2,905,353
10	10	LSU	LSU A&M	Main Campus Sewer Line Replacement		\$4,305,000					\$4,305,000	\$4,305,000
11	11	ULS	NISU	Electrical System Upgrade Phase III	\$2,875,000	\$1,700,000					\$1,700,000	\$4,575,000
12	12	ULS	ULM	Chemistry and Natural Sciences Building HVAC Renovation	\$1,500,000	\$2,400,000					\$2,400,000	\$3,900,000
13	13	SU	SUAREC	New Access Turning Lane and Traffic Signal for U.S. Hwy 61 at Exp Station (New project for 2011)		\$500,000					\$500,000	\$500,000
14	14	SU	SU Law Ctr.	Reroof A. A. Lenoir Law Center Building (New project for 2011)		\$1,300,000					\$1,300,000	\$1,300,000
15	15	LSU	LSU-E	Replacement of Science Building Laboratory Fume Hoods (New Project for 2011)		\$1,490,048					\$1,490,048	\$1,490,048
16	16	ULS	TECH	Bogart Hall Reroofing and Waterproofing (New project for 2011)		\$1,800,000					\$1,800,000	\$1,800,000
17	17	ULS	ULM	Stubbs Hall Reroofing (New Project for 2011)		\$633,060					\$633,060	\$633,060

Total Emergency Projects \$15,090,000 \$52,610,904 \$19,701,876 \$15,000,000 \$0 \$0 \$87,312,780 \$102,402,780

Self-Generated Projects

THIS CATEGORY IS NOT PRIORITIZED

		ULS	TECH	Parking and Pedestrian Development		\$2,000,000					\$2,000,000	\$2,000,000
		LSU	LSU A&M	Residential Life: New Residence Hall (RB)		\$65,000,000					\$65,000,000	\$65,000,000
		SU	SUSLA	Metro Campus Parking Garage		\$9,586,080					\$9,586,080	\$9,586,080
		SU	SU Law Ctr.	Central Parking Facility		\$9,136,000					\$9,136,000	\$9,136,000
		SU	SU A&M	Mumford Stadium Parking Intramural Complex		\$15,000,000					\$15,000,000	\$15,000,000
		LSU	LSU A&M	University Recreation, New Recreation Complex (RB)		\$84,750,000					\$84,750,000	\$84,750,000
		LSU	LSU A&M	Hatcher Hall, Renovation of Swing Space		\$620,000					\$620,000	\$620,000
		LSU	LSUHSCNO	Facilities Renovation (SG) (Scope Change only. No additional funding required)		\$0					\$0	\$0
		LSU	LSU A&M	Residential Life: Evangeline Hall Renovation		\$16,600,000					\$16,600,000	\$16,600,000
		SU	SUAREC	Renovation of Southwest Center for Rural Initiatives (New project for 2011)		\$720,000					\$720,000	\$720,000
		SU	SUSLA	New Student Housing (New project for 2011)		\$11,030,250					\$11,030,250	\$11,030,250
		SU	SUSLA	Child Development Center (New project for 2011)		\$450,000					\$450,000	\$450,000

Louisiana Board of Regents
Capital Outlay Recommendation for FY 2012-2013

Priority in Category	Overall Priority	System	Campus	Project	Actual Previous Funding	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	Remaining Total	Project Total
		SU	SU A&M	Demolition of Four Dorms and Small Day Care Building		\$2,000,000					\$2,000,000	\$2,000,000
		LSU	LSU A&M	Residential Life: Miller and Herget Halls Replace Chillers (New project for 2011)		\$1,650,000					\$1,650,000	\$1,650,000
		LSU	LSU A&M	Dean French House Renovations (New project for 2011)		\$2,100,000					\$2,100,000	\$2,100,000
Total Self-Generated Projects					\$0	\$220,642,330	\$0	\$0	\$0	\$0	\$220,642,330	\$220,642,330

Continuing Projects

1	18	BOR	BOR	Land Acquisition for Post-Secondary Educational Institutions Statewide	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000		\$20,000,000	\$25,000,000
2	19	LSU	LSU A&M	Renovation of Old Engineering Shops for Art (Engr. Phase B)	\$1,556,041	\$14,000,000					\$14,000,000	\$15,556,041
3	20	ULS	MSU	Shearman Fine Arts Building Renovation and Addition (Supplemental funding)	\$17,770,000	\$3,400,004					\$3,400,004	\$21,170,004
4	21	ULS	TECH	Business Building Replacement (Supplemental funding)	\$10,300,000	\$700,000					\$700,000	\$11,000,000
5	22	ULS	TECH	Visual Arts Building Renovation for Business (Supplemental funding)	\$6,206,000	\$300,000					\$300,000	\$6,506,000
6	23	SU	SUSLA	New Classroom Building	\$350,000	\$7,500,000					\$7,500,000	\$7,850,000
7	24	ULS	MSU	Alpha Hall Renovation (includes \$350,000 SG funding)	\$100,000	\$1,500,000					\$1,500,000	\$1,600,000
8	25	ULS	SLU	Computer Science and Technology Facility Improvements/Expansion	\$1,100,000	\$19,152,610	\$3,200,000				\$22,352,610	\$23,452,610
9	26	ULS	GSU	Campus Utility Infrastructure Assessment, Emerg. Repairs/Repl.	\$2,800,000	\$2,250,000	\$2,500,000	\$2,500,000			\$7,250,000	\$10,050,000
10	27	ULS	NISU	Culinary Arts Instruction Building (funding includes \$4,500,000 SG) (New Space)	\$700,000	\$7,400,000					\$7,400,000	\$8,100,000
11	28	ULS	ULL	Fletcher Hall Emergency Repairs (Supplemental funding)	\$4,200,000	\$2,760,000					\$2,760,000	\$6,960,000
12	29	LSU	LSUHSCNO	Life Safety Generator and Associated Electrical Equipment Upgrades (Uptown) (scope change)		\$0					\$0	\$0
13	30	ULS	ULM	Sandal Hall Renovation	\$1,355,000	\$16,050,000					\$16,050,000	\$17,405,000
14	31	LSU	LSU A&M	French House Renovation and Addition for Honors College (Renovation)	\$1,000,000	\$4,325,000					\$4,325,000	\$5,325,000
15	32	LSU	UNO	Renovate Human Performance Center for Fine Arts (Renovation)	\$500,000	\$5,600,000	\$1,900,000	\$6,500,000			\$8,400,000	\$8,900,000
Total Continuing Projects					\$52,937,041	\$89,937,614	\$12,600,000	\$14,000,000	\$5,000,000	\$0	\$115,937,614	\$168,874,655

New Projects

1	33	LCTCS	LTC Ascension	New Classroom Building (New Construction)		\$1,300,000	\$4,750,000	\$500,000			\$6,550,000	\$6,550,000
2	34	LCTCS	SLCC	Classroom Building (New Construction)		\$2,000,000	\$9,500,000	\$1,250,000			\$12,750,000	\$12,750,000
3	35	LCTCS	BRCC	Classroom and Allied Health Building (New Construction)		\$2,000,000	\$11,500,000	\$1,500,000			\$15,000,000	\$15,000,000
4	36	SU	SUBR	Laboratory School Renovation (Renovation)			\$600,000	\$5,400,799			\$6,000,799	\$6,000,799
Total New Projects					\$0	\$5,300,000	\$26,350,000	\$8,650,799	\$0	\$0	\$40,300,799	\$40,300,799
Grand Total All Categories					\$68,027,041	\$368,490,848	\$58,651,876	\$37,650,799	\$5,000,000	\$0	\$464,193,523	\$532,220,564

Louisiana Board of Regents
 Capital Outlay Recommendation for FY 2012-2013

Priority in Category	Overall Priority	System	Campus	Project	Actual Previous Funding	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	Remaining Total	Project Total
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Five-Year Plan Future Projects

1	37	LSU	LSUHSCNO	Dental School Mechanical and Electrical Systems Modernization (Equipment)			\$1,430,528	\$8,106,323			\$9,536,851	\$9,536,851
2	38	LCTCS	LTC Jennings	Campus Upgrades to Morgan Smith Campus of LTC in Jennings (Reconstruction)			\$1,300,000	\$3,060,000			\$4,360,000	\$4,360,000
3	39	ULS	ULL	Madison Hall Renovation (Renovation)			\$1,225,000	\$8,000,000	\$7,175,000		\$16,400,000	\$16,400,000
4	40	LSU	LSU AG	Animal and Food Sciences Facilities, Phase 3 (Renovation)			\$530,000	\$5,830,000	\$400,000		\$6,760,000	\$6,760,000
5	41	LSU	LSU A&M	Howe-Russell-Kniffen Geoscience (West) Building Renovation (Renovation)			\$2,500,000	\$20,962,000	\$1,213,000		\$24,675,000	\$24,675,000
6	42	BOR	LUMCON	Paving/Drainage of Grounds/Marine Ops Extension (Storm Mitigation)			\$725,600	\$395,000			\$1,120,600	\$1,120,600
7	43	LSU	LSUHSCS	Replacement of Functionally Obsolete Hospital Equipment (Equipment)	\$6,500,000		\$6,000,000				\$6,000,000	\$12,500,000
8	44	SU	SU A&M	Repair and Replace Domestic Water Lines				\$450,000	\$4,050,000		\$4,500,000	\$4,500,000
9	45	BOR	LUMCON	New Research Vessel Feasibility Study and Design Analysis				\$420,000			\$420,000	\$420,000
10	46	ULS	TECH	Jenkins-McFarland Halls Renovation or Replacement (Renovation for Adaptive Reuse)				\$1,300,000	\$12,644,000	\$520,000	\$13,944,000	\$13,944,000
11	47	LSU	LSU-S	Bronson Hall Renovation			\$1,103,750	\$12,466,250	\$1,000,000		\$14,570,000	\$14,570,000
Total Five-Year Plan Future Projects					\$6,500,000	\$0	\$14,814,878	\$60,989,573	\$26,482,000	\$520,000	\$102,286,451	\$108,786,451



RECOMMENDATION TO AUTHORIZE A PROPOSED LEASE AGREEMENT FOR CONSTRUCTION OF SPACE TO HOUSE THE LSU HEALTH SHREVEPORT – HUEY P. LONG MEDICAL CENTER

To: Members of the LSU Board of Supervisors

**OUT OF TIME
SUBMISSION**

Date: December 9, 2011

NOTE: This summary report and the attached supporting documentation have been provided by the LSUHSC-S campus. Due to timing, they have not been comprehensively reviewed by System Staff. Accordingly, System Staff can make no independent representations as to their accuracy.

Pursuant to Article VII, Section 8.D.2(a) and (b) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

- D.2(a) The assignment, lease, transfer, encumbrance or sale of land, mineral rights, rights of ways, servitudes, or other immovable property owned or controlled by LSU...
- D.2(b) Any contract or series of related contracts for the design, construction, repair, renovation of any building or other structures involving a total of \$500,000 or more.

1. Summary of the Matter

This project is intended to consolidate all Huey P. Long Medical Center (HPLMC) services onto the England Airpark campus in Alexandria. The renovated facility will house inpatient services while all outpatient services and business operations will be relocated in the vacant facility immediately across the street. The consolidation of staff and services into one location will streamline inpatient and outpatient care, improve patient access and reduce duplication of services. Equally important, this will allow HPLMC to offer some critical services, namely:

- Expanded preventative and primary outpatient care access and service hours
- Expanded inpatient and outpatient psychiatry services
- A new post-acute care rehabilitation service that is integrated with the LSU Health Shreveport trauma center and a resource for other facilities state-wide
- Broader platform for training allied health trainees from the LSU Health Shreveport School of Allied Health Professions and other programs
- Strengthening the hospital surge capacity in the event of a multi-casualty incident/disaster. The Airpark facility is centrally located and in proximity to helicopter landing zones and runways suitable for evacuating large numbers of patients.

The proposed changes in patient care services and facilities are represented in the following table:

	CURRENT HPLMC	THE NEW HPLMC	ACTUAL CHANGE
CAMPUSES	2 Pineville and Alexandria/ England Airpark	1 Alexandria/ England Airpark	-1
BUILDINGS	12	2	-10
OPERATIONAL BEDS / SERVICE TYPE			
Acute Care Inpatient Medical / Surgical Beds	40	22	-18
Acute Care ICU Beds	4	4	0
Adult Psych Inpatient Beds	16	19	+ 3
Dedicated Prisoner Inpatient Beds in a Secure Unit	0	4	+4
Post-Acute Care (Rehabilitation) Beds	0	6	+ 6
TOTAL	60	55	-5
CLINIC HOURS OF SERVICE	M-F 9-5 (40 hours of service)	M-F 8-8 Sat 8-4 (68 hours of service)	+ 28 hours

This project offers other notable benefits:

- Private patient rooms will reduce risk of hospital acquired infections.
- Improve recruiting and retention of all medical and allied health professionals.
- Setting which links direct patient care services with public health / wellness initiatives.
- Newer building with considerably less vulnerability of critical systems.
- A secure unit to house inpatient offenders
- Opportunity to collaborate with the Department of Defense and Louisiana National Guard / Fort Polk in caring for wounded warriors returning from overseas deployment

- Potential to correlate mitigating unnecessary emergency room visits with outpatient care access
- Opportunity to pilot new approaches that encourage improved community wellness all tied together by the new statewide electronic health record

Taken together, this will ensure access to important healthcare safety net services for residents of Central Louisiana. Unlike HPLMC's current Pineville facility, all construction will meet current building codes and standards. Construction will begin after appropriate approvals have been received.

In particular, the LSU Health Sciences Center - Shreveport (LSUHSCS) requests

- Board of Supervisors approval to enter into a proposed Lease Agreement with the England Economic & Industrial Development District¹ (District) for two collocated facilities located at the England Airpark in Alexandria (Airpark) for use by the Huey P. Long Medical Center (HPLMC).
 - the first is a former US Air Force hospital at 2351 Vandenburg Drive and currently occupied by HPLMC. This covers 110,124 sf and includes a three story masonry structure, an attached warehouse, ambulance shelter and two surface parking areas.
 - the second is a vacant elementary school (43,000 sf).

Pursuant to a lease agreement with LSUHSC-S, the District will design and construct and/or renovate the space to house HPLMC, according to plans and specifications approved by LSU. LSU's occupancy of the renovated space will commence on the date of Substantial Completion.

The Lease Agreement is structured for two phases, one for the planning process and one for the actual construction and subsequent occupancy of the new and renovated facilities. The second phase begins when the bonds for the project are issued. The Lease Agreement will provide LSU the right to terminate the agreement during the first phase, that is, prior to the issuing of the bonds. Once the bonds have been issued, LSU will only be able to terminate the lease for cause or in the event of non-appropriation of sufficient funds, directly or through DHH, by the Legislature to meet LSU's obligations under the lease. The District will pay for the planning costs incurred during the first phase. Negotiations with the District continue over the issue of whether LSU will be required to reimburse, in some way, the District for a portion of the planning costs if LSU were to terminate the agreement prior to issuing the bonds.

Specific legal details for replacing the existing lease for clinic space between LSU and the District are still being negotiated. In general terms, it is expected that the terms of the new lease will control the facilities when it becomes effective. If everything proceeds as expected, the existing lease will be terminated upon issuance of the bonds. If the new lease is terminated prior to issuance of the bonds, then the existing lease will remain in effect.

¹ The England Economic and Industrial Development District is a political subdivision of the state. It is not affiliated with LSU or any of its campuses.

2. Review of Business Plan

The District will renovate the Airpark Hospital and vacant Elementary School at a cost of approximately \$30,000,000. The first \$5,000,000 of this project is being absorbed by the District, thereby reducing the cost to \$25,000,000. The \$25,000,000 will be bonded by the District. These costs are only estimates at this point, of course. The lease will provide that if the construction contracts will exceed the \$25,000,000 figure by 20% or more, further approval by this Board will be required. The business plan reflects the revenue and amortization schedule of this expense. Commencing on the date of Substantial Completion, HPLMC will lease from the District at a rate and term required to recover the cost of the improvements. Based on current operational and financial projections, HPLMC will have sufficient patient care revenue to make the projected lease payments. The Business Plan appears as Appendices B-E.

3. Fiscal Impact

LSUHSC-S represents that this project will not require any additional State General Fund support above current levels. The first year is expected to operate at a \$2,397,549 shortfall. This submission constitutes a representation that LSUHSC-S will be able to cover this shortfall with existing funding sources and will require no supplemental support from the Board. In years 2-5, the operation is projected to generate net revenue of \$1 million to \$7 million annually assuming state general fund support remains constant at the FY 12 level of \$11,392,296 (and the other assumptions listed below). The Department of Health and Hospitals has reviewed the financial projections, agrees with the representations and assumptions of LSUHSC-S, and supports the plan.

LSUHSC-S forecasts that the revenue associated with expanded outpatient activity and new inpatient services will more than offset the incremental lease and other additional costs. Key financial assumptions include:

- a conservative occupancy growth factor of 3% per year
- current reimbursement rates
- the current HPLMC occupancy rates (a 98% inpatient psychiatric occupancy rate and 69% occupancy rate for inpatient medical/surgical (non-psychiatric) services – 22 med/surg beds and 4 ICU beds
- Implementation of federal health care reform with a subsequent conversion of some uninsured patients to Medicaid with 100% federal coverage for those newly enrolled.

Using revenue generated by HPLMC, LSUHSC-S will enter into a lease agreement to pay the District a lease rate determined by the cost of construction and at a term length that is acceptable to LSU. The current occupancy lease rate is \$1,168,074 annually. New lease payments will be made by HPLMC in the amount of \$3.3 M annually- representing an increase in cost of ~\$2.3 million for the new inpatient and outpatient facilities. The term of this project was assumed to be

240 months at 5.50%; however a lower interest rate is likely. In addition, LSUSHC-S also predicts cost savings in the areas of utilities/energy management as well as staffing with the elimination of redundant positions achieved through consolidation and attrition.

4. Description of the competitive process followed.

The District will competitively bid the construction of the work to a list of pre-qualified bidders.

5. Review of Legal Documents

Significant terms and conditions of the lease agreement remain to be finally negotiated with the District, such as any responsibility LSU may have for a portion of the District's planning costs in the event the lease is terminated prior to issuance of the bonds. The lease will be reviewed for form and legal sufficiency by the General Counsel and outside bond counsel prior to presentation to the President for consideration of execution. The Resolution contains several conditions which must be included in the final lease agreement, in addition to the usual discretion afforded the President to determine that the terms are in the best interests of the University.

6. Parties of Interest

The parties to the Lease Agreement will be LSU and the England Economic & Industrial Development District, which is a political subdivision of the state of Louisiana.

7. Related Transactions

The District shall enter into written contracts with the architect and contractor. Furthermore, the District shall not enter into any contract without the written approval of the LSU Representative or his designee.

8. Conflicts of Interest

None

RECOMMENDATION

It is recommended that the LSU Board of Supervisors consider the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize John V. Lombardi, President of the Louisiana State University System, or his designee, to execute a Lease Agreement with the England Economic & Industrial Development District (the "District") to lease 2 pieces of property in the England Airpark, located at 2351 Vanderburg Drive and 2386 Vandenburg Drive, Alexandria, Louisiana (the Leased Premises) for the purpose of constructing improvements to the Leased Premises and using the improved Leased Premises as a Hospital and an out-patient facility, such Lease Agreement to include the following terms and conditions;

1. That the 110,124 square foot facility at 2351 Vandenburg Drive be used as a hospital;
2. That the 43,000 square foot facility at 2386 Vandenburg Drive be used as an ambulatory/outpatient care facility;
3. That the District will enter into a construction contract, through a public bid process, to construct improvements for the hospital and the out-patient clinic on the Leased Premises, subject to approval by the designated LSU Representative;
4. That the contract amount for the construction of the improvements will be such that LSU's share of the costs will not exceed \$25,000,000 by more than 20%, without further approval by this Board; and
5. That LSU shall not bear any liability for any planning costs incurred by the District in the event that LSU terminates the Lease Agreement because LSU's share of the construction costs will exceed \$25 million by more than 20%.

BE IT FURTHER RESOLVED that John V. Lombardi, President of the LSU System, or his designee, is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel, to include in the Lease Agreement any and all other provisions and stipulations, including termination provisions appropriate for the circumstances, that he deems in the best interest of the Board of Supervisors; and

BE IT FURTHER RESOLVED that prior to execution of any Lease Agreement pursuant to this Resolution, the Chancellor of LSUHSC-S shall certify to the President, in writing, that no increase in state appropriations will be needed for the operation of the Huey P. Long Medical Center, or the LSUHSC-S, as a result of this consolidation of the HPLMC facilities.

APPENDICES

- A. Draft Lease [The Draft Lease is not included with this submission, as several substantial terms remain to be negotiated with the District]
- B. Business Plan – Project Description
- C. Business Plan – Patient Traffic
- D. Business Plan -- Financial Projections
- E. Official Support
- F. Projected Timeline
- G. Amortization Schedule

APPENDIX A – DRAFT LEASE

The draft lease is not included at this time, as several substantial terms remain to be negotiated with the District.

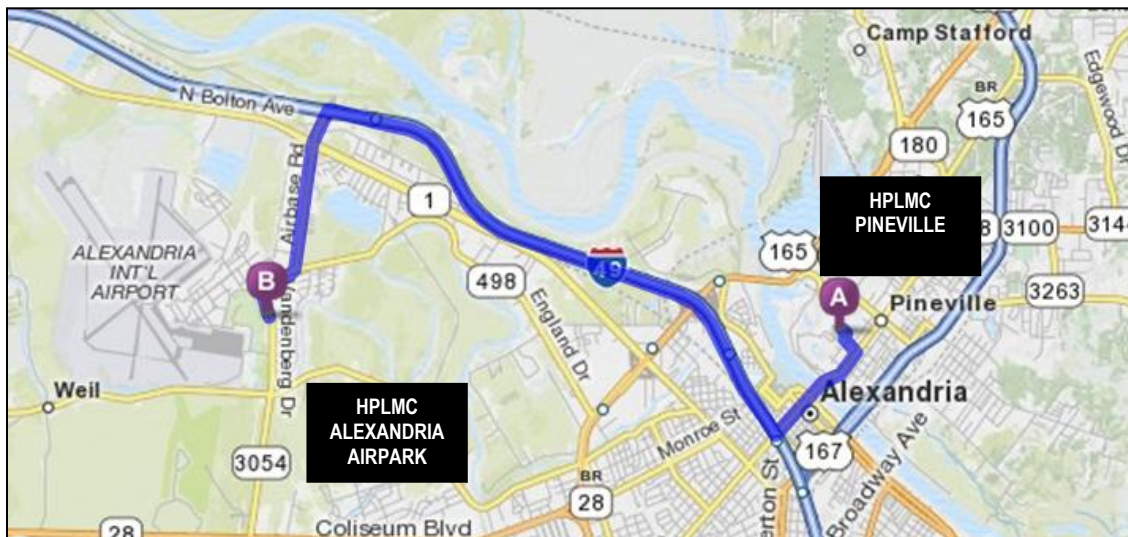
APPENDIX B.

Business Plan – Project Description

I. BRIEF HISTORY, OVERVIEW OF CURRENT OPERATIONS AND FACILITY CHALLENGES

The Huey P. Long Medical Center (HPLMC) is the Central Louisiana campus for the LSU Health Sciences Center in Shreveport. For seventy years, HPLMC in Pineville has provided quality medical care to the region's indigent and uninsured populations. In addition, HPLMC provides critical health workforce training for the communities comprising the nine parish central region. Built in 1939, the original hospital structure at 352 Hospital Boulevard in Pineville supports emergency and inpatient services. In 1994, ambulatory/outpatient services were moved eight miles away to the England Airpark in 1994.

FIGURE B1: Highway Route between HPLMC Pineville and Airpark Campuses



At present, HPLMC in Pineville has 60 acute care beds with an average daily census of 44 patients. The sixty staffed beds include a sixteen bed adult psychiatric unit. In fiscal year 2011 had 2,340 inpatient admissions and 35,986 emergency department encounters at the Pineville campus. The Airpark campus ambulatory clinics reported 48,660 patient encounters. Caring for these patients are roughly 570 employees and 24 full-time medical staff.

While the HPLMC facility in Pineville has a noble history, it has outlived its usefulness as an acute care facility. LSU officials and independent experts concur that the HPL facility has basically exhausted its useful life. While recently reaccredited by The Joint Commission, the

HPLMC Pineville facility has been determined to be inadequate for long-term operation of hospital services.

FIGURE B2: HPLMC Pineville



On the other hand, the Airpark facility is a former US Air Force hospital and, as stated above, houses HPLMC outpatient services and has been maintained in relatively good physical condition. District officials desire to renovate the current facility as appropriate to create a full service in-patient hospital that will replace the HPLMC Pineville facility. In addition, the District would renovate a building across the street from the hospital to serve LSU outpatient services and business support functions.

II. INADEQUACIES OF THE CURRENT PINEVILLE FACILITY: IS FULLY DEPRECIATED, IRREPARABLE AND UNLIKELY TO PASS SUBSEQUENT ACCREDITATIONS.

The HPLMC staff have done a terrific job in maintaining the facility. However, after 70+ years of service, key building systems are failing and upkeep is tougher to manage. Supporting data includes:

- Preliminary ISES Facility Condition Analysis reports identify deficiencies in the building systems at the facilities and prepare project information, including cost for each deficiency.

- The Facility Condition Needs Index (FCNI) for the main building is 0.31. The sum of identified plant adaption costs (\$1,877,776), deferred maintenance costs (\$6,076,201) and capital renewal costs (\$1,665,914) are \$9,629,892. This sum divided by the project facility replacement cost of \$31,258,993 equals the FCNI of 0.31.
- The FCNI for the other buildings are as follows: Ancillary Buildings 0.32, Doctors Buildings .080, Personnel Building 0.70, and boiler house 0.05.

III. A GREEN, COST SAVINGS AND COST EFFECTIVE PLAN: AN ALTERNATIVE TO A \$200 MILLION HOSPITAL.

For some years, a replacement hospital was contemplated at the HPLMC Pineville campus. The design that had been proposed had included a seven story facility with 118 beds and over 510,000 square feet. Based on \$288 per gross square foot of space, this facility would have cost approximately \$233 million. Projected costs were allocated as follows: Construction (\$160 million), Planning (\$16 million), Contingency (\$16 million) and Equipment (\$41 million). At the time, the proposed funding source would have been 100% General Obligation Bonds. It is doubtful that current revenue stream could have retired the debt.

Upon the Chancellor's arrival in 2009, HPLMC's long term needs and plans were reconsidered. Construction funding for a replacement hospital was determined to be highly unlikely to materialize given a host of factors:

- First contemplated in the State's 2001 Capital Outlay bill, there had been no subsequent progress toward construction
- State debt limits were a concern
- State's multi-year economic outlook data was equally concerning.

IV. A NEW VISION FOR THE HUEY P LONG MEDICAL CENTER

The new Huey P. Long Medical Center will be a vibrant healthcare resource for residents of Central Louisiana. Towards that end, it will offer easy-to-access ambulatory services for residents of the Alexandria/Pineville area and neighboring communities. These outpatient clinics will be backed up by emergency services, diagnostic imaging and surgical resources and limited inpatient services. The Medical Center will continue to serve as a regional center for acute psychiatric services, and care of prisoners and persons with HIV. HPLMC will also serve as a statewide resource offering important post-acute care rehabilitation services for civilians and returning military personnel. This will be clinically integrated with the statewide trauma center located at the LSU Medical Center in Shreveport. Furthermore, HPL's role as a training center for future clinicians will be expanded and will have a strategic partnership with the School of Allied Health Professions of LSU Health Shreveport. In addition to serving as a laboratory for public health / community wellness initiatives, the new HPL will continue to have an array of collaborations with area hospitals and other educational organizations.

To accomplish this vision, the LSUHSCS leadership team proposes relocating HPLMC’s Pineville inpatient operations to the HPLMC facility at the England Airpark in Alexandria. When completed, the Alexandria campus will have two major components:

- Inpatient services currently offered at HPLMC’s Pineville campus will be relocated to the renovated hospital.
- Outpatient services and business operations will be located in an adjacent elementary school at the Airpark.

FIGURE B2: St Rita’s Elementary School, 2386 Vandenburg Dr, England Airpark



This plan includes renovation of the England Airpark Hospital and the adjacent elementary school to bring them into compliance with the current standards and codes. The former elementary school building adjacent to the hospital at the England Airpark site is not part of the current lease but is needed for clinic space and administrative offices.

FIGURE B3: Proximity between Elementary School and HPLMC Airpark Facility



FIGURE B4: Aerial view of the HPLMC Airpark Facility



TABLE B1: Comparison of the current and proposed HPLMC

	CURRENT HPLMC	THE NEW HPLMC	ACTUAL CHANGE
CAMPUSES	2 Pineville and Alexandria/ England Airpark	1 Alexandria/ England Airpark	-1
BUILDINGS	12	2	-10
OPERATIONAL BEDS / SERVICE TYPE			
Acute Care Inpatient Medical / Surgical Beds	40	22	-20
Acute Care ICU Beds	4	4	0
Adult Psych Inpatient Beds	16	19	+ 3
Dedicated Prisoner Inpatient Beds in a Secure Unit	0	4	+4
Post-Acute Care (Rehabilitation) Beds	0	6	+ 6
TOTAL	60	55	-5
CLINIC HOURS OF SERVICE	M-F 9-5 (40 hours of service)	M-F 8-8 Sat 8-4 (68 hours of service)	+ 28 hours

Advantages of this plan include:

- Increased outpatient services area while reducing the number of inpatient beds
- Improved patient care for the region and specifically for the indigent
- Improved ability to recruit and retain physicians and other staff
- Consolidation of hospital and clinic locations
- Expanded services for behavioral health, substance abuse and prison population
- Newer building with less vulnerability of critical systems
- Consolidation of staff and services into one location for streamlining patient care, improving patient access and reducing duplication of services

- Modernization of patient rooms with improved aesthetics of the physical building
- Location is accessible by many transportation modes and routes: bus services, private passenger vehicles and air traffic
- Enhanced the state-wide infrastructure to support graduate level medical educational opportunities.
- Strengthening the hospital surge capacity of HPLMC in the event a disaster strikes Louisiana. The Airpark facility is located in proximity to many helicopter landing zones and runways suitable for evacuating large numbers of patients.
- Environmentally friendly and cost effective strategy by recycling existing facilities.
 - The 110,124 SF outpatient facility happens to be a former US Air Force hospital which previously hosted both inpatient and outpatient services.
 - The 43,000 SF elementary school happens to be in good condition and well suited for conversion to ambulatory care – medical office uses.

V. ACUTE INPATIENT PSYCHIATRY EXPANSION

HPLMC serves patients in the acute phase of mental illness. Our identified patient population is adults, 18 years of age and older and includes patients within a wide range of socioeconomic status. HPLMC offers these patients inpatient and outpatient psychiatric services, providing and assuring comprehensive patient support with multi-disciplinary teams. There is an increasing number of patients presenting to the Emergency Department at HPLMC seeking acute psychiatric care. Our 16 bed inpatient unit has an occupancy rate of 98%.

The emphasis is on the total needs of the patient, including physical, emotional, social, psychosocial, and spiritual needs. We strive to improve patient outcomes by assisting the patient in achieving optimal wellness supported by discharge planning. Due to the expanding need, we plan to increase our available bed spaces from 16 to 19 if this plan is approved.

VI. NEW POST-ACUTE TRAUMA REHABILITATION UNIT

LSU Health Shreveport is one of four major trauma centers in Louisiana. At present, there are insufficient resources available for post-acute care needs for seriously injured patients who are Medicaid recipients or lack insurance. This results in the utilization of inpatient acute care beds for patients who could receive appropriate, intensive therapy in a lower cost trauma rehabilitation unit. The opportunity exists to establish such a unit at HPLMC's England Airpark facility. This unit would provide specialized care to patients recovering from an array of injuries and illnesses, not limited to:

- Major multiple trauma
- Pelvic/Hip fracture recovery complications
- Neurotrauma - Brain or Spinal Cord Injury
- Stroke and Neurological disorders

- Hip or knee replacement complications

The goal of treatment would be to allow the patient to achieve the highest level of functional independence. Comprehensive rehabilitative care would be provided by a multidisciplinary team in conjunction with the patient and their support system. A six bed unit would be dedicated to this purpose. The team would be expanded to include a full-time physiatrist and additional therapists who would work in the inpatient and outpatient areas. These therapists would serve as clinical faculty for our School of Allied Health Professions. Outpatient rehabilitation services would assist patients in transitioning back to home, work and their community.

VII. A SECURE PRISON UNIT

HPLMC is a major provider of hospital services for incarcerated patients from local, state and Federal facilities. We serve over 30 correctional facilities in our 8 parish catchment area. In FY 10-11, we admitted 116 prisoners for inpatient care and had over 5,700 outpatient offender visits.

This proposal includes the addition of either a two or four bed secure prison unit. This would enhance security and reduce risks associated with the treatment of offender patients near a general patient population. This would be a vast improvement over the current practice of bedding prisoner-patients with stationed guards in general patient care areas. The secure unit would allow for the provision of health care commensurate with the patient's condition. There will be staff dedicated to the care of the patients admitted to this secure unit. When unused by prisoners, these beds could be used by other patients.

VIII. EXPANDED OUTPATIENT SERVICES

Access to primary health care is a challenge in many communities. This plan would expand the service hours for ambulatory/outpatient care from five days, 40 hours per week to six days, 68 hours per week. A walk-in convenience clinic would be established which would be integrated with the urgent and emergency care services as well. Taken together, this will hopefully reduce time to clinic appointment improving patient satisfaction and outcomes. In addition, it may result in costly emergency department utilization.

To ensure continuity of care, we anticipate building upon the primary core framework already in place. Furthermore, these services would be linked to other resources by way of the PELICAN statewide electronic health record being implemented at LSU Health facilities.

IX. EXPANDED TRAINING OPPORTUNITIES FOR FUTURE CAREGIVERS.

LSUHSCS hopes to expand the training offerings for allied health professional students at HPLMC. This is necessary because there is a growing need for a host of physician extenders, therapists and other healthcare givers. Our School of Allied Health Professionals is a core component of LSUHSCS. We envision that the new HPLMC will provide a platform for expanded training opportunities for these future caregivers – in both inpatient and outpatient settings alike.

X. THIS PLAN HAS MANY OTHER ADVANTAGES FOR CENTRAL LOUISIANA AND BEYOND.

In addition to improved access to patient care and emergency response, there are additional benefits to this plan.

- **Supporting Mass Casualty Incidents and Surge Capacity...** There are benefits to the state’s emergency response capability by locating HPLMC at the England Airpark as well. The expanded HPLMC facility would provide enhanced medical surge needs for statewide evacuees. This is possible by being located near an airstrip and in close proximity to the new statewide Critical Transportation Need and Medical Special Needs Shelter at LSU Alexandria.

FIGURE B5: Proximity between HPLMC Airpark Facility and International Airport



- **Offering Rehabilitation Services for Returning Wounded Warriors ...** Given the large numbers of Louisiana National Guard members and proximity to Fort Polk, there is a possibility of offering our services to those persons who might prefer to be treated closer to home. At present, many military personnel are cared for in distant facilities. When the opportunity arises to offer comparable services closer to home, HPLMC would be able to serve as a resource to military medical leadership and their patients. Preliminary discussions with military officials have taken place along these lines.
- **Supporting Medical Education and Workforce Retention...** In addition, we project that the proposed facility would meet the stringent requirements for medical education and improve our ability to recruit and retain physicians to this medically underserved region. The facility would continue HPLMC's long and distinguished history as an excellent training facility for many medical residents, nurses, and allied health professionals preparing them eventually to practice in the underserved rural parishes of Central Louisiana.
- **Repurposing the HPLMC Pineville Facility...** We understand that there are exciting development possibilities along the Pineville riverfront area. The HPLMC Pineville facility and campus might be able to be repurposed for other valuable governmental or non-governmental uses were it to become available.
- **Employment Base...** Adoption and implementation of this proposal will also preserve the 500 important healthcare jobs for residents of the Alexandria and Pineville communities.

SUMMARY

HPLMC is poised to fulfill a changing yet equally important role in the delivery of health care services in central Louisiana. This plan offers many advantages for residents of Louisiana as well as future caregivers. By moving our services to a newly renovated state of the art facility, we have the opportunity to respond to well documented healthcare needs across the region. We believe that this design may very well prove to be a model for other safety net hospitals within Louisiana and beyond.

APPENDIX C.

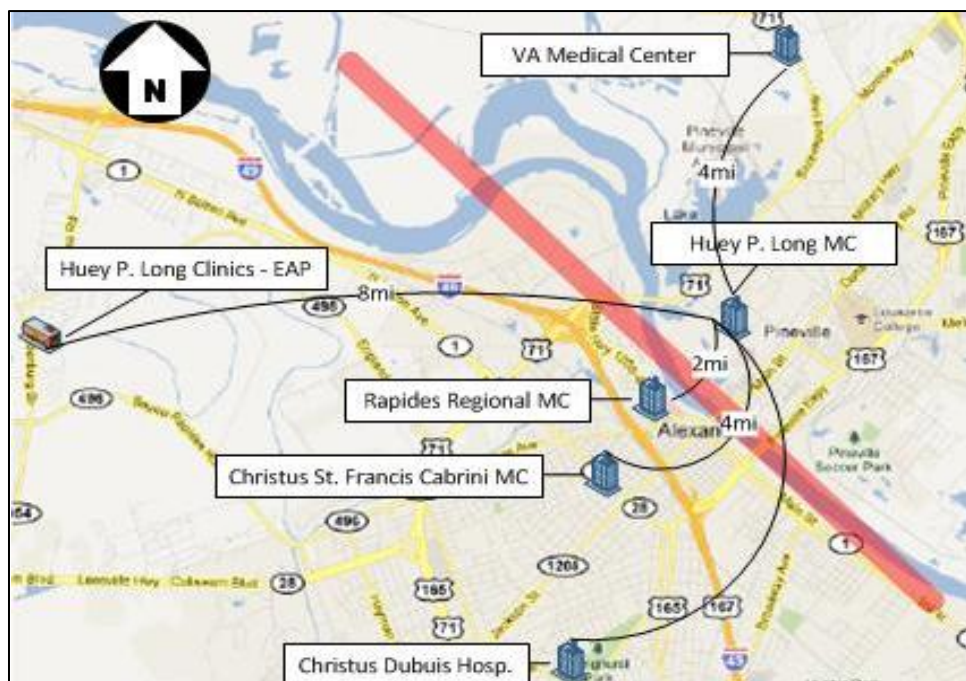
Business Plan – HPLMC Patient Traffic Patterns

I. NEIGHBORING HOSPITAL RESOURCES

The Alexandria/Pineville corridor is served by multiple acute and specialty care facilities in addition to HPLMC. HPLMC offers services that are not found at many of these neighboring institutions (e.g. care for prisoners, persons with HIV, psychiatric services, comprehensive charity care). Located within a ten mile radius of the HPL England Airpark facility are:

- **West of I-49 and the Red River (closer to Alexandria)**
 - HPLMC England Airpark
 - Christus St. Francis Cabrini
 - Christus Dubuis Hospital
 - Healthsouth Rehabilitation Hospital
- **Between I-49 and the Red River**
 - Rapides Regional Medical Center
- **East of both I-49 and the Red River (closer to Pineville)**
 - HPLMC Pineville
 - Veterans Affairs Medical Center

FIGURE C1 ... Proximity of Local Hospitals



II. MARKET DYNAMICS / TRAVEL CONSIDERATIONS

In order to make appropriate operational and financial forecasts, we have analyzed the relative proximity of HPLMC facilities to other neighboring hospitals. Recognizing that patients who frequent the Pineville campus may not travel to the Alexandria Airpark campus, we scanned the market for potential psychographic barriers as well. With that in mind, we segmented our patient traffic in terms of Pineville (east of the Red River) vs Alexandria (west of the Red River) residents. The red line on the map approximates the Alexandria-Pineville separation.

There are at least two potential psychographic barriers between the Pineville and Alexandria Airpark campuses. They are both north-south features and include Interstate 49 and the Red River. While it is difficult to gauge, some patients in Pineville may elect not to cross the river or I-49 to go to the Airpark. A consumer survey may be indicated to validate our impressions.

TABLE C1

	Current Location	Proposed Location	Anticipated Impact
AMBULATORY/ OUTPATIENT ACTIVITY	Alexandria Airpark	Alexandria Airpark	None
EMERGENCY ACTIVITY	Pineville	Alexandria Airpark	Loss of some patients from Pineville (east of the Red River); Acquisition of new patients from Alexandria
INPATIENT ACTIVITY	Pineville	Alexandria Airpark	Loss of some patients from Pineville (East of the Red River); Acquisition of new patients from Alexandria. 65% of inpatients are derived from emergency department encounters.

Patient home zip codes were mapped to whether they resided west or east of the Red River. Those who resided East of the Red River were referred to as "Pineville" and those who reside West of the Red River are "Alexandria." We recognize that this not precise, but given research

constraints we believe it may be a good predictor of patients' future willingness to travel across I-49 and the Red River for emergency and inpatient services. Supplementing this with patient survey interview data may be desirable at some point in the future. This would hopefully validate our findings below.

III. OUTPATIENT ACTIVITY

In FY11, HPLMC had 48,066 outpatient visits. This has been consistent for the past three years. In addition, the seasonal trends for these patients has been consistent as well – with a spike in October and March and a slight dropoff in May. In looking at the zip code origin of HPLMC patients, it appears that roughly two-thirds of outpatient clinic activity is generated by residents of Alexandria and neighboring areas. This has been consistent for the past three and a half years. Figures C2 and C3 effectively illustrate these trends.

FIGURE C2

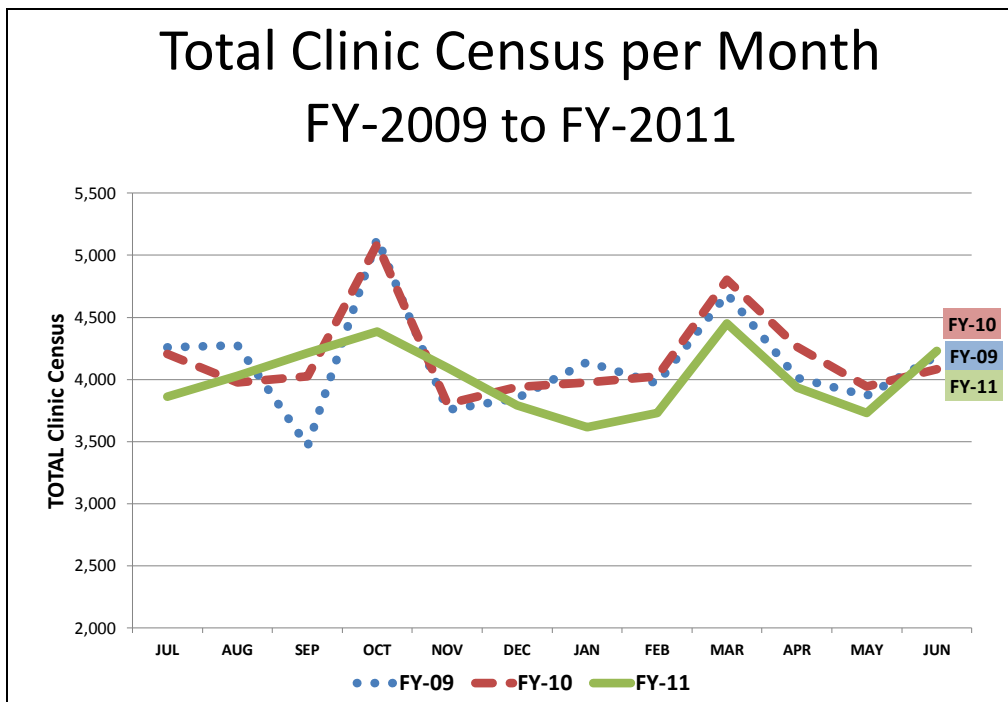
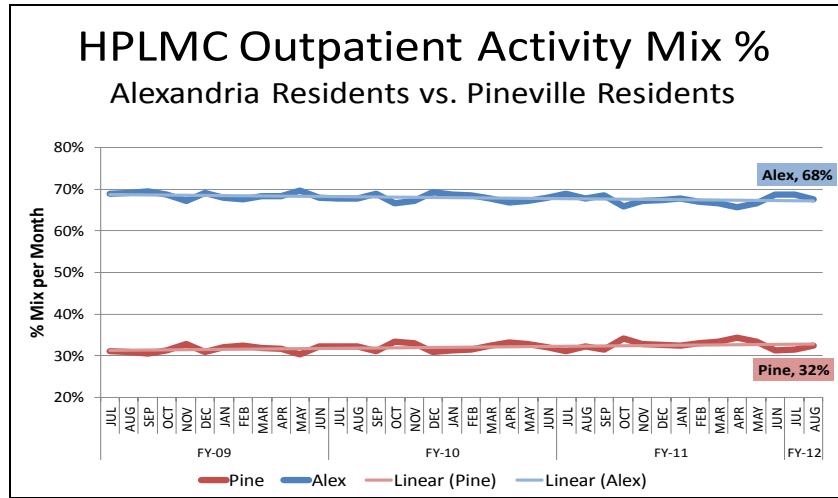


FIGURE C3



IV. EMERGENCY DEPARTMENT ACTIVITY

In FY11, HPLMC had 36,161 emergency visits. This has been consistent for the past three years. In addition, the seasonal trends for these patients has been consistent as well – with a spike in October and March and a slight dropoff in May. In looking at the zip code origin of HPLMC patients, it appears that roughly two-thirds of outpatient clinic activity is generated by residents of Alexandria and neighboring areas. This has been consistent for the past three years. Figures C4 and C5 illustrate these trends. Volumes overall have dropped during FY 11 – and we attribute some of this to the discontinuation of the obstetrical services and public uncertainty about the future of HPLMC.

FIGURE C4

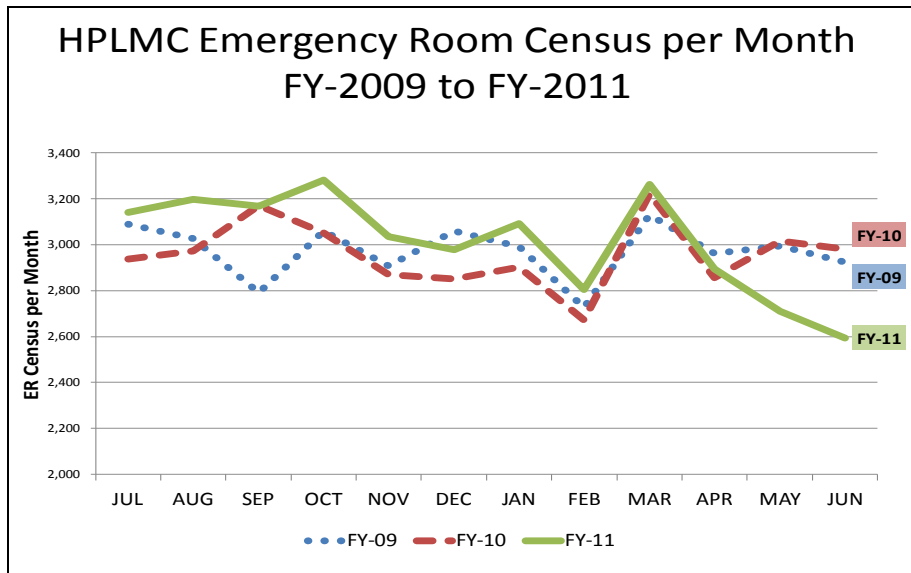
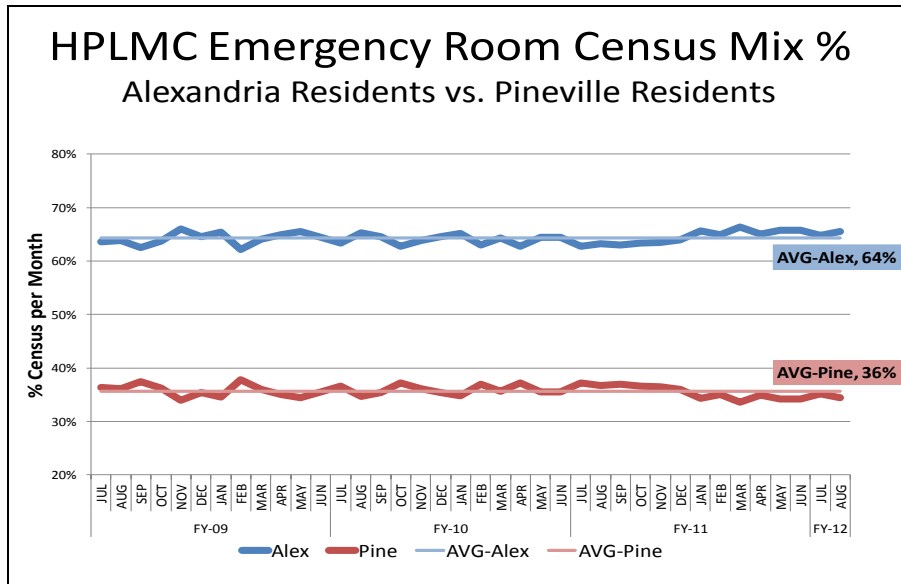


FIGURE C5



On average, five percent of the ER patients require inpatient admission. Psychiatric emergency patients, which are a subset of all ER patients, require admission 37% of the time. The related trends over time have been consistent for the past four years. Table C2 reflects these figures.

TABLE C2

	FY - 08	FY - 09	FY - 10	FY - 11	Average Total Visits	Average Admits	Pt Type Admit Rate %
Psych	1,120	1,126	1,243	1,324	1,002	372	37%
Prisoner	2,801	3,024	2,600	2,434	2,652	117	4%
Other	31,294	31,616	31,699	31,368	32,130	1,234	4%
Total	35,215	35,766	35,542	35,126	35,745	1,723	5%

V. INPATIENT ACTIVITY

In FY11, HPLMC had 2,353 inpatient admissions. This figure has dropped from 2,912 in FY09. Figures C6 and C7 illustrates the source of admissions and need of many emergency department patients for inpatient services. In addition, the seasonal trends for these patients has been consistent as well – with a spike in August and January and a slight dropoff in February and a second dip in May. In looking at the zip code origin of HPLMC patients, it appears that roughly two-thirds of outpatient clinic activity is generated by residents of Alexandria and neighboring areas. This has been consistent for the past three and a half years. Figures C8 and C9 illustrate the seasonality trends and community origin.

FIGURE C6

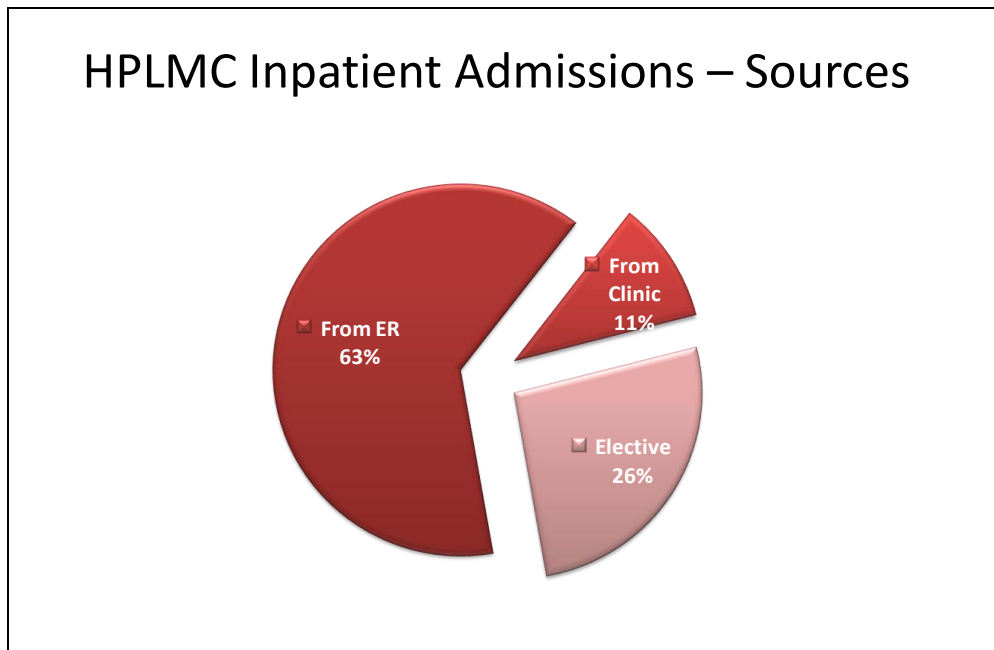


FIGURE C7

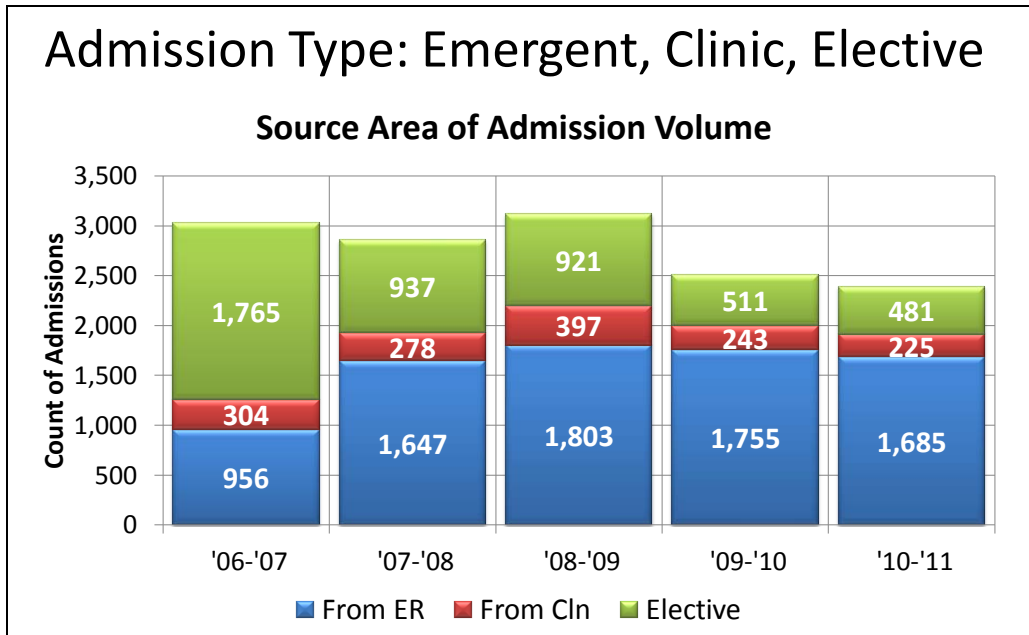


FIGURE C8

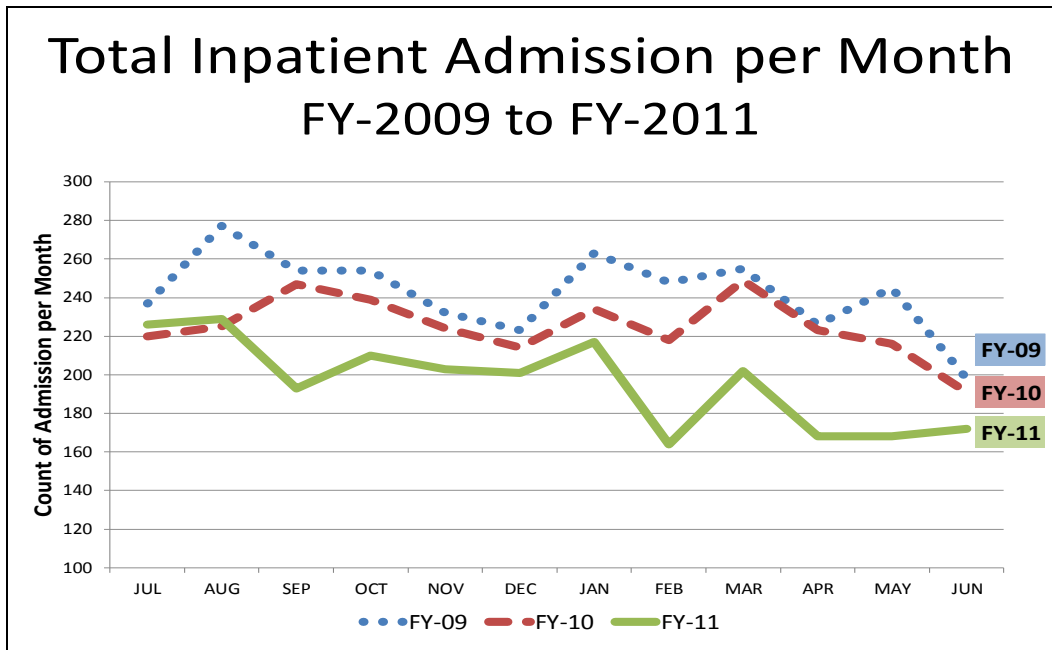
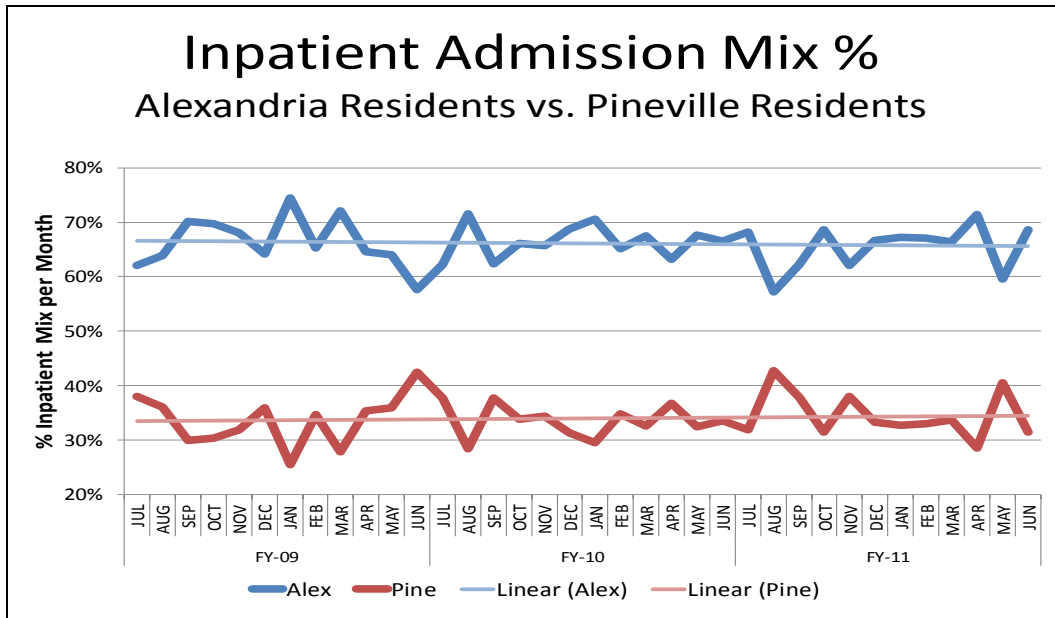


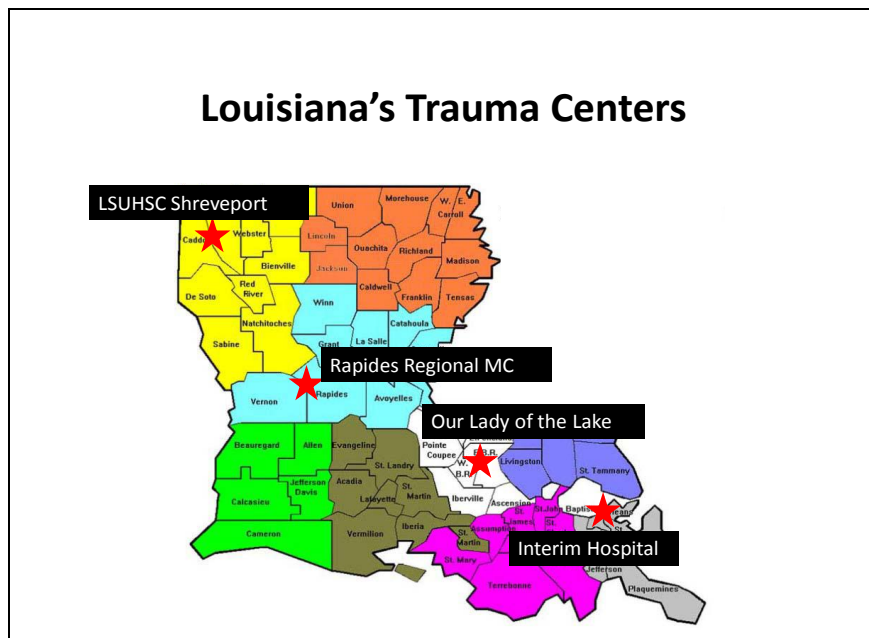
FIGURE C9



VI. POST ACUTE TRAUMA CARE SERVICES: A GROWING NEED

The LSU Medical Center in Shreveport serves as a statewide trauma center. It is one of four trauma centers in the state. Shreveport offers the highest level of trauma care and is a resource for Louisiana residents as well as for persons from Northeast Texas and South Arkansas.

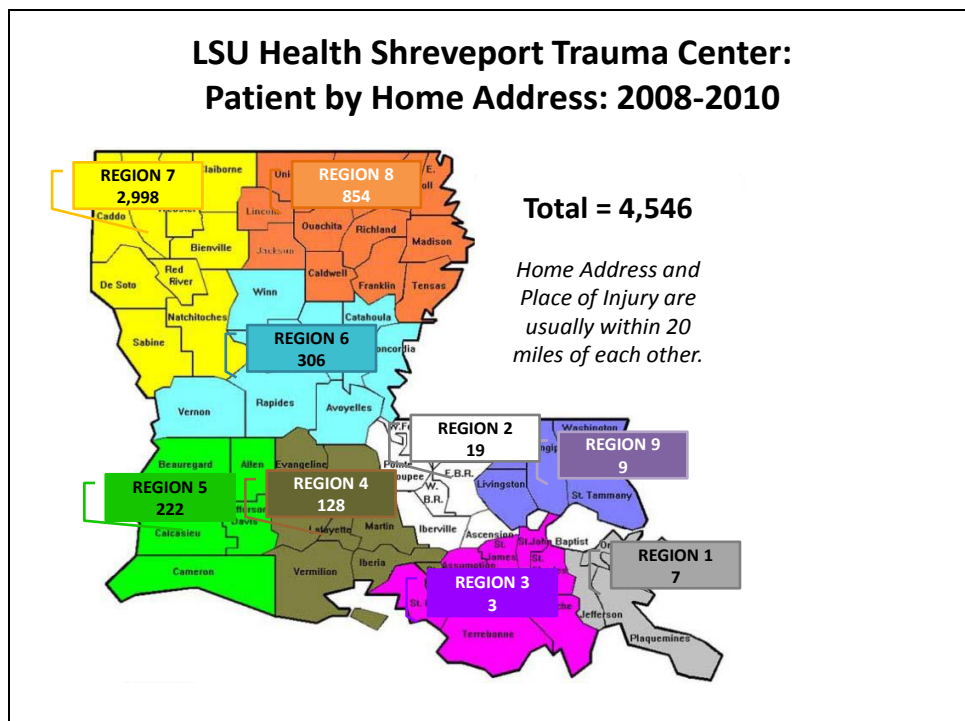
FIGURE C10



Trauma centers have been successful in reducing death and disability associated with a wide range of intentional and unintentional injury. At the same time, many communities are not equipped to care for trauma patients who have extended care needs. This situation is a national phenomena and the result of a change in trauma patient type. Years ago, before the widespread adoption of improved vehicle occupant protection and passive restraint devices (airbags), many more drivers and passengers would die upon impact or shortly thereafter. Now, many of these patients survive to reach the trauma center and survive with significant musculoskeletal injuries. Major extremity fractures and pelvic / acetabular injuries are costly and commonplace. These also have extended recovery times for most patients. One major concern is that many of these patients require significant post-acute care and outpatient rehabilitation therapy. Those are services that are not available at the LSU Medical Center.

The trauma center in Shreveport receives seriously injured adults and children from across the state as illustrated below:

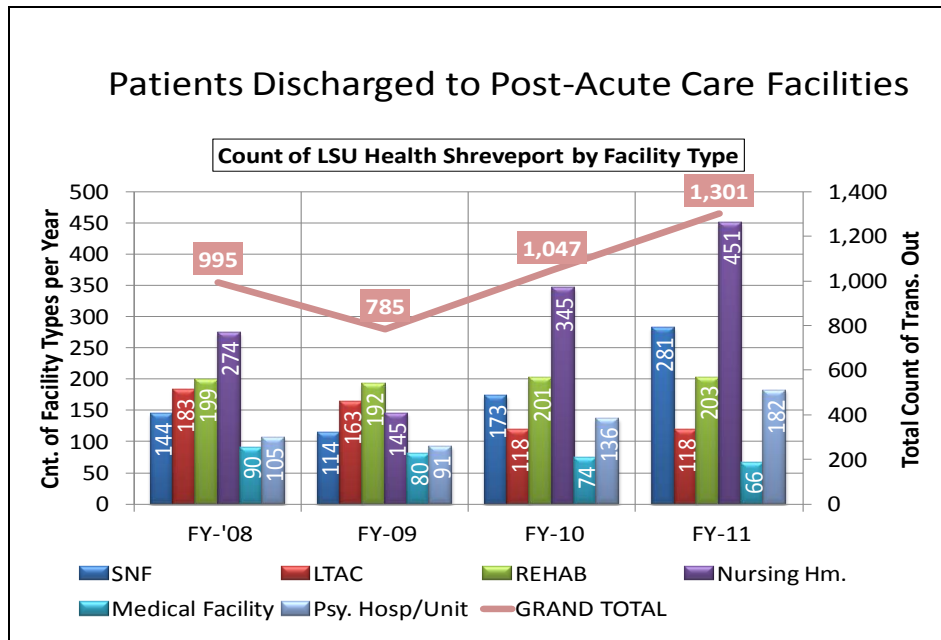
FIGURE C11



There are significant rehabilitation and post-acute care needs for patients at LSU Medical Center. Recovering trauma patients who have insurance are actively sought after by skilled nursing facilities (SNFs), and long term acute care (LTAC) hospitals. At the same time, and for the past number of years, medical and nursing officials have had difficulty with placing selected

trauma patients in post-acute care settings. The following chart illustrates the post-acute care destinations of patients over a four year span. The following chart indicates the significant numbers of trauma and non-trauma patients that have post-acute care needs. This figure is growing significantly.

FIGURE C12



The implications of these patterns are significant: uninsured and underinsured patients often stay in costly acute care hospital beds until they completely convalesce. This creates a gridlock in inpatient areas and is an inefficient/suboptimal use of clinical resources. We estimate that there are roughly 100-150 post-acute patients who board in Shreveport’s acute care areas each year. These are candidates for post-acute care rehabilitation at HPLMC.

With HPLMC’s inpatient capacity, we believe we can develop a much needed post-acute care resource for Medicaid and uninsured trauma patients across the state. LSUHSCS has the trauma care, neurologic, orthopaedic and allied health professions expertise to develop a top-notch program at a very reasonable cost – and which would pay for itself.

APPENDIX D. Business Plan – Financial Projections

PROJECT FUNDING AND FINANCIAL OPTIONS.

At this time, the most realistic approach for the project to take place is for the England Airpark Authority to fund and contract for the hospital and school upgrades. The cost of the renovations and associated equipment would be satisfied through Authority revenue bonds with repayment linked to an amended lease between LSUHSCS as operator of HPLMC. Some bond proceeds would cover equipping the related equipping of the renovated space with fixtures and some required medical equipment. As recently as October 2011, the Authority's leadership team has expressed a willingness to explore bonding possibilities with LSU System officials.

The debt would be satisfied through the revenue stream associated with HPLMC operations. We project an annual increase of \$86,658 for the elementary school rental and \$2,063,662 for the debt service. It is not anticipated that there will be any additional increase in operating costs in excess of what is outlined here.

Over the past few years, HPLMC has been able to generate sufficient funds to cover most of its operating costs. There are certain expenditures that are incurred and are not reimbursable by any third party payer. Historically, these expenditures have been funded using state general fund appropriations. Assuming, the state will continue to cover the total non-reimbursable cost; HPLMC should be able to generate the additional funds necessary to cover the cost of operations including the increase in the lease payments.

PROJECTED COST OF RENOVATION AND MOVE.

The projected cost of renovations for this initiative is between \$25 and \$30 million. A breakdown follows:

Construction	\$20,500,000
Planning	\$ 2,500,000
Contingency	\$ 2,500,000
Equipment	\$ 5,000,000
	<hr/>
	\$30,000,000

- **Construction Costs.** The first component would entail converting the existing 43,000 SF elementary school into an outpatient facility. A recent engineering study suggested that the projected construction cost for this project component is approximately \$4 million. Ambulatory services at the current HPLMC Alexandria campus would be relocated across the street to this new facility. This figure does not include contingency, A/E fees, review fees, or potential asbestos abatement.

The second component would entail a comprehensive upgrade of the current HPLMC outpatient facility at the England Airpark. The existing 110,124 SF outpatient facility would be converted into an inpatient acute care hospital. A recent engineering study suggests that the projected construction cost for this project component is approximately \$16 million. Inpatient services at the current HPLMC Pineville campus would be relocated to this new facility. This figure does not include contingency, A/E fees, or review fees estimated at \$5 million.

- **Equipment Costs.** To accomplish the renovations necessary to provide inpatient and outpatient clinical care at the England Airpark, medical equipment from HPLMC's Pineville location would be relocated to Alexandria as appropriate. Equipment which is fully depreciated / obsolete / irreparable would be replaced. Much of HPLMC's current equipment, including fixtures, diagnostic equipment and rolling stock, can be described as such. The projected cost for equipment to complete this renovation/relocation project is \$5,000,000.

To accomplish the renovations necessary to provide both inpatient medical care at the England Airpark location and outpatient clinical care at the vacant elementary school, medical equipment will be moved from the current facility, however it will be necessary to install medical equipment that is not feasibly moved or due for replacement.

Additional financial information and proformas are available from LSUHSCS Finance.

FINANCIAL PLAN AND ASSUMPTIONS.

In developing the associated financial plan for relocation to the England Airpark, the LSUHSCS Finance leadership team made the following assumptions:

- **Volumes.** As demonstrated earlier in this document, most patients originate closer to the Alexandria campus already. That coupled with the relative close proximity between HPL's Pineville and England Airpark campuses, we project that we will retain 90% of the current patients and have a modest 1% annual growth.
- **Consumer Choice.** Recognizing that insured patients often have the freedom of choice in their provider selection and site of care, we anticipate an indeterminate number of new patients as well. Some patients that currently seek their care from neighboring

hospitals will come to the expanded HPLMC facility at the Airpark. It will take a few months for the patients to become acclimated to the new location. After that period of time, the occupancy should start to increase due to the improved service quality and attractiveness of a newer facility with private and semi-private beds. Furthermore, we project that our ER and downstream inpatient admissions will increase beginning in 2012 due to anticipated Federal health care reform measures. Policy makers are predicting that healthcare utilization will increase over time.

- **Potential for New Interhospital Patient Referrals.** We anticipate increased numbers of inbound psychiatric and rehabilitation patient transfers from Shreveport. That said, the bottom line impacts are not entirely clear. As illustrated we project a steady stream of post-acute care rehabilitation patients from Shreveport and other trauma centers.
- **Revenue Projections.** Since HPLMC is already operational, the revenue projections were made based on the most current fiscal years patient mix. The projections present the conservative case scenario by not adjusting for possible changes in the patient mix. The projections present the conservative case scenario by adjusting for increases in newly eligible Medicaid recipients under the Federal healthcare reform to begin in 2014.
- **Inpatient Occupancy Rates – Acute Care and Post-Acute Care/Rehabilitation.** HPLMC's current acute care occupancy rate is 67 for 44 staffed beds. For the reconfigured 38 bed unit, we have projected a 69% occupancy in the first year of the move and have conservatively used a 3% increase in occupancy per year for the next four years.
- **Inpatient Occupancy Rates – Psychiatry.** HPLMC's current acute care occupancy rate is 99% for 16 staffed beds. For the reconfigured 19 bed unit, we have projected a 96% occupancy in the first year of the move and have conservatively used a 1% increase in occupancy per year for the next four years. We assume that the State reimbursement rate will remain unchanged.
- **Reimbursement Rates.** The methodology for reimbursement varies by third party payer. Therefore, the income is projected using the appropriate methodology for each third party (Medicare, Medicaid and Commercial). The projected patient mix will be equal to or better than the ones used in these projections. That said, the bottom line impact of Medicaid Managed Care cannot be predicted at this time. Other than that, there will not be any significant changes in the reimbursement methodology.
- **Other State Funding.** HPLMC requires ongoing State support to sustain clinical operations; however, no increase in State funding support is sought. The State currently covers some of the non-allowable costs associated with physician salary expenses, prisoners; take home drugs, CRNA's, etc. We expect the State to continue the funding at the current level.

- **Period and Costs.** This model assumes the hospital will be occupied in July 2014. The staffing level will be equal to or less than the levels used in the projections. There will be no additional costs that have not been reflected in these projections. HPLMC will be able to recruit the appropriate number of physicians to treat the patients.
- **Cost Saving.** We anticipate projected savings in utilities and reduction in personnel. This is attributable to the cessation of activities at the Pineville campus. Some staff positions will be consolidated at the same time that we will experience reduced facility costs maintaining the near obsolete Pineville facility.

With those in mind, the projected net income before depreciation would be as follows:

YEAR	AMOUNT
One	(\$ 2,397,549)
Two	\$ 1,139,735
Three	\$ 2,443,520
Four	\$ 4,606,391
Five	\$ 7,170,558
TOTAL YEARS ONE – FIVE	\$12,962,655
AVG YEARS ONE – FIVE	\$2,592,531

This takes into account the debt service and increased lease rates for the school tenancy.

- **Outpatient Services.** In order to improve access for primary care services, we project expanding general ambulatory service hours from 40 hours per week to 68 hours per week. This would have general family medicine (adult and pediatric) services. The following depicts the current and proposed service schedules:

	SUN	MON	TUES	WED	THURS	FRI	SAT	TOTALS
CURRENT	--	9a-5p	9a-5p	9a-5p	9a-5p	9a-5p	--	
	0	8	8	8	8	8	0	40 hrs
PROPOSED	--	8a-8p	8a-8p	8a-8p	8a-8p	8a-8p	8a-4p	
	0	12	12	12	12	12	8	68 hrs

The projected financial impact for outpatient service expansion is that it would generate an estimated \$730,000 based on current volumes and payor mix (\$1.2 million in revenue less \$470,000 in incremental costs). Our hope is to expand outpatient psychiatry services as well so as to reduce preventable inpatient readmissions/recidivism and reducing associated costs.

APPENDIX E.

Legislative Resolutions and Support Letters

SENATE RESOLUTION NO. 104

BY SENATORS MCPHERSON, LONG, RISER AND SMITH

A RESOLUTION

To express support for consolidation of inpatient and outpatient services at Huey P. Long Medical Center to create a sustainable and economically feasible model, and to urge and request the governor, the Louisiana State University Board of Supervisors and the secretary of the Department of Health and Hospitals to take all actions necessary to streamline services and create a fiscally responsible, viable public medical center in central Louisiana capable of continuing its integral role in health workforce training and delivery of high quality direct patient care.

WHEREAS, the Huey P. Long Medical Center provides important services vital to the health of many residents living in central Louisiana as well as serving as a referral facility; and

WHEREAS, the Huey P. Long Medical Center has a long and distinguished history as an excellent training facility for many medical residents, nurses and allied health professionals preparing them eventually to practice in the underserved rural parishes of central Louisiana; and

WHEREAS, the Huey P. Long Medical Center includes a sixty bed acute care hospital that had two thousand three hundred thirteen adult and pediatric admissions, four hundred fifty-four psychiatric admissions and thirty six thousand five hundred sixty-four emergency department encounters as well as an extensive array of outpatient primary care and specialty clinics that delivered eighty-seven thousand one hundred sixty-one thousand outpatient encounters in 2009; and

WHEREAS, the Huey P. Long Medical Center in Pineville has an estimated economic impact of \$135 million annually and employs five hundred twenty-eight full time equivalent positions; and

WHEREAS, the Huey P. Long Medical Center in Pineville has continuously

provided quality medical care to the indigent and uninsured populations of the nine-parish region covering central Louisiana since 1939, when the original hospital structure was opened, and continues to serve vital patient care functions more than seventy years later; and

WHEREAS, inpatient services for the Huey P. Long Medical Center are provided at the facility located at 352 Hospital Boulevard, Pineville, while the vast majority of outpatient services are now provided at a separate facility located at England Airpark at 2351 Vandenburg Drive, Alexandria; and

WHEREAS, the condition of the Huey P. Long Medical Center located at 352 Hospital Boulevard, Pineville has been determined to be inadequate for long term operation of hospital services; and

WHEREAS, the facility that LSU leases located at 2351 Vandenburg Drive, Alexandria from the England Economic and Industrial Development District is a former military hospital and has been maintained in good physical condition; and

WHEREAS, funding for construction of a replacement hospital for Huey P. Long Medical Center was first contemplated in the state's capital outlay construction bill in 2001 without subsequent progress toward construction; and

WHEREAS, current state debt limits, coupled with the state's multi-year economic outlook, restrict the ability of the state to fund the construction of a new hospital; and

WHEREAS, the governor and public policy organizations encourage local solutions tailored to local health care challenges; and

WHEREAS, the England Economic and Industrial Development District was statutorily created as a political division of the state encompassing the territory of Rapides Parish, enabling it to accept title from the United States of America to the property included in the England Air Force Base and utilizing that and other property, and all assistance available from the federal government and all other sources, to replace and enhance the economic benefits generated by the former air base with diversified activities, including health care; and

WHEREAS, the England Economic and Industrial Development District desires to renovate the building currently leased by LSU for clinic purposes as appropriate to create a full service in-patient hospital that will replace the outdated Huey P. Long Medical Center

in Pineville as well as to renovate a building across the street from the hospital to serve LSU outpatient services needs; and

WHEREAS, by consolidation into one location and renovation, the England Airpark hospital would allow LSU to offer patients private and semi-private rooms instead of three to five bed wards, thereby enhancing patient confidentiality and privacy and improving patient access to care with all services on one campus; and

WHEREAS, eliminating duplicate departments resulting in staff reductions, improving bed utilization, reducing maintenance expenditures that continue to increase in an antiquated building, and eliminating cost of maintaining two campuses would provide the revenue stream necessary for LSU to make lease payments for the proposed facilities; and

WHEREAS, LSU could improve efficiencies and patient safety by eliminating staff time lost in commuting between two campuses, improving patient flow within the facility, improving environmental controls and improving security; and

WHEREAS, consolidating services at the England Airpark would improve LSU's ability to recruit and retain needed physicians and other related staff in a medically underserved region and provide a modern facility to meet the stringent requirements for medical education; and

WHEREAS, locating the Huey P. Long Hospital at the England Airpark would complement the state's emergency response capability by having a facility that can provide medical surge needs for statewide evacuees by locating near an airstrip capable of landing C-130 military transport planes and in close proximity to the new statewide Critical Transportation Need and Medical Special Needs Shelter.

THEREFORE, BE IT RESOLVED that the Senate of the Legislature of Louisiana does hereby express support for consolidation of inpatient and outpatient services at Huey P. Long Medical Center to create a sustainable and economically feasible model, and to urge and request the governor, the Louisiana State University Board of Supervisors and the secretary of the Department of Health and Hospitals, to take all actions necessary to streamline services and create a fiscally responsible, viable public medical center in central Louisiana capable of continuing its integral role in health workforce training and delivery of high quality direct patient care.

SR NO. 104

ENROLLED

BE IT FURTHER RESOLVED that a copy of this Resolution be transmitted to the governor, the secretary of the Department of Health and Hospitals, and the chairman of the Louisiana State University Board of Supervisors.

PRESIDENT OF THE SENATE

Regular Session, 2010

HOUSE RESOLUTION NO. 133

BY REPRESENTATIVES ROY, ANDERS, ARMES, CHANDLER, DIXON, ELLINGTON, GISCLAIR, HARDY, HAZEL, HILL, HOWARD, JOHNSON, ROSALIND JONES, LEBAS, MILLS, MONICA, NORTON, NOWLIN, GARY SMITH, AND ST. GERMAIN

A RESOLUTION

To express support for consolidation of inpatient and outpatient services at Huey P. Long Medical Center to create a sustainable and economically feasible model, and to urge and request the governor, the Louisiana State University (LSU) Board of Supervisors, and the secretary of the Department of Health and Hospitals to take all actions necessary to streamline services and create a fiscally responsible, viable public medical center in central Louisiana capable of continuing its integral role in health workforce training and delivery of high quality direct patient care.

WHEREAS, the Huey P. Long Medical Center provides important services vital to the health of many residents living in central Louisiana as well as serving as a referral facility; and

WHEREAS, the Huey P. Long Medical Center has a long and distinguished history as an excellent training facility for many medical residents, nurses, and allied health professionals preparing them eventually to practice in the underserved rural parishes of central Louisiana; and

WHEREAS, the Huey P. Long Medical Center includes a sixty bed acute care hospital that had two thousand three hundred thirteen adult and pediatric admissions, four hundred fifty-four psychiatric admissions, and thirty-six thousand five hundred sixty-four emergency department encounters as well as an extensive array of outpatient primary care and specialty clinics that delivered eighty-seven thousand one hundred sixty-one outpatient encounters in 2009; and

WHEREAS, the Huey P. Long Medical Center in Pineville has an estimated economic impact of one hundred thirty-five million dollars annually and employs five hundred twenty-eight full-time equivalent positions; and

WHEREAS, the Huey P. Long Medical Center in Pineville has continuously provided quality medical care to the indigent and uninsured populations of the nine parish region covering central Louisiana since 1939, when the original hospital structure was opened, and continues to serve vital patient care functions more than seventy years later; and

WHEREAS, inpatient services for the Huey P. Long Medical Center are provided at the facility located at 352 Hospital Boulevard, Pineville while the vast majority of outpatient services are now provided at a separate facility located at England Airpark at 2351 Vandenburg Drive, Alexandria; and

WHEREAS, the condition of the Huey P. Long Medical Center located at 352 Hospital Boulevard, Pineville has been determined to be inadequate for long-term operation of hospital services; and

WHEREAS, the facility that LSU leases located at 2351 Vandenburg Drive, Alexandria from the England Economic and Industrial Development District is a former military hospital and has been maintained in good physical condition; and

WHEREAS, funding for construction of a replacement hospital for Huey P. Long Medical Center was first contemplated in the state's capital outlay construction bill in 2001 without subsequent progress toward construction; and

WHEREAS, current state debt limits, coupled with the state's multi-year economic outlook, restrict the ability of the state to fund the construction of a new hospital; and

WHEREAS, the governor and public policy organizations encourage local solutions tailored to local health care challenges; and

WHEREAS, the England Economic and Industrial Development District was statutorily created as a political subdivision of the state encompassing the territory of Rapides Parish, enabling it to accept title from the United States of America to the property included in the England Air Force Base and utilizing that and other property, and all assistance available from the federal government and all other sources, to replace and enhance the economic benefits generated by the former air base with diversified activities, including health care; and

WHEREAS, the England Economic and Industrial Development District desires to renovate the building currently leased by LSU for clinic purposes as appropriate to create a full service inpatient hospital that will replace the outdated Huey P. Long Medical Center

in Pineville as well as to renovate a building across the street from the hospital to serve LSU outpatient services needs; and

WHEREAS, by consolidation into one location and renovation, the England Airpark hospital would allow LSU to offer patients private and semi-private rooms instead of three to five bed wards, thereby enhancing patient confidentiality and privacy and improving patient access to care with all services on one campus; and

WHEREAS, eliminating duplicate departments resulting in staff reductions, improving bed utilization, reducing maintenance expenditures that continue to increase in an antiquated building, and eliminating cost of maintaining two campuses would provide the revenue stream necessary for LSU to make lease payments for the proposed facilities; and

WHEREAS, LSU could improve efficiencies and patient safety by eliminating staff time lost in commuting between two campuses, improving patient flow within the facility, improving environmental controls, and improving security; and

WHEREAS, consolidating services at the England Airpark would improve LSU's ability to recruit and retain needed physicians and other related staff in a medically underserved region and provide a modern facility to meet the stringent requirements for medical education; and

WHEREAS, locating the Huey P. Long Hospital at the England Airpark would complement the state's emergency response capability by having a facility that can provide medical surge needs for statewide evacuees by locating near an airstrip capable of landing C-130 military transport planes and in close proximity to the new statewide Critical Transportation Need and Medical Special Needs Shelter.

THEREFORE, BE IT RESOLVED that the House of Representatives of the Legislature of Louisiana does hereby express support for consolidation of inpatient and outpatient services at Huey P. Long Medical Center to create a sustainable and economically feasible model, and to urge and request the governor, the Louisiana State University Board of Supervisors, and the secretary of the Department of Health and Hospitals to take all actions necessary to streamline services and create a fiscally responsible, viable public medical center in central Louisiana capable of continuing its integral role in health workforce training and delivery of high quality direct patient care.

BE IT FURTHER RESOLVED that a copy of this Resolution be transmitted to the governor, the secretary of the Department of Health and Hospitals, and the chairman of the Louisiana State University Board of Supervisors.

SPEAKER OF THE HOUSE OF REPRESENTATIVES



ENGLAND

INDUSTRIAL AIRPARK & COMMUNITY

England Economic &
Industrial Development District
1611 Arnold Drive, Alexandria, LA 71303
PH: 318-449-3504 FAX: 318-449-3506
EMAIL: mail@englandairpark.org
INTERNET: <http://www.englandairpark.org>

ENGLAND AUTHORITY

Jon W. Grafton
Executive Director

November 3, 2011

Commissioners:

RAPIDES PARISH
William Barron
Dennis Frazier
Scott Linzay

Dr. Robert A. Barish, MD MBA
Chancellor
LSU Health Shreveport
1501 Kings Highway
Shreveport, LA 71130-3932

CITY OF
ALEXANDRIA
Curman Gaines
Lance Harris
Bart Jones

Dear Dr. Barrish:

CITY OF
PINEVILLE
Brady Baudin

This letter is written in support of the proposed relocation/transformation project of Huey P. Long Hospital to England Airpark. The England Authority fully supports this effort. Our support is more than words; we are committed to providing \$5 million in capital to the project.

TOWNS
Richard Bushnell

CHAMBER OF
COMMERCE
Nancy Stich
Charles Weems

The England Authority was created to breathe new life into a facility that was abandoned by the Air Force in December of 1992. We were charged by the Louisiana Legislature to secure the assets and replace the economic activity once generated by the base. Almost 20 years later, our track record speaks for itself: public/private investment nearing \$500 million and nearly 7,000 direct and indirect jobs in the eight parish area.

AWARDS:

Wildlife Habitat Council
Reuse Award Oak Wing Project

DOT
F.A.A./DBE Award

E.P.A./DEQ
Ready for Reuse Award

F.A.A.
SWR Airport Safety Award

N.A.I.D.
Facility of the Year

Office of Secretary
of Defense Award for
Base Redevelopment

F.A.A.
LA Airport of the Year

One of the keys to our success has been the recycling/retasking of military infrastructure to civilian purposes. The former base hospital has been successfully used, on a restricted basis, by the LSU Medical system as an outpatient center. The proposal, which we support, builds on this collaboration to reuse not only the medical facility but also an adjacent, empty, elementary school facility. This retasking of facilities and the supporting existing infrastructure saves significant funds from a greenfield project.

N.A.I.D.
Excellence Marketing Award

N.A.C.O.
Achievement Award

The England Airpark campus is a master planned campus that surrounds the proposed project site with access to housing, day care, educational institutions and easy access to air transportation. We are committed to over \$200 million in additional capital investment on the campus during the next twenty years.

The England Authority has the experience to construct this project. From a \$54 million terminal complex to a \$300,000 landscaping project, we have performed new construction and renovation. We look forward to assembling a world class team to complete this transformational project.

Please contact me if I can be of any further service in this matter.

Sincerely,

A handwritten signature in black ink, appearing to be "Lance Harris", written over a circular stamp or seal.

Lance Harris, Chairman

LH/mk

Cc: Jon Grafton, Executive Director



November 3, 2011

Dr. Robert A. Barish, MD MBA
Chancellor-LSU Health Shreveport
1501 Kings Highway
Shreveport, LA 71130-3932

Mayor
Clarence R. Fields

City Clerk
Ellen Melancon

City Council
Mary Galloway - District 1
Kevin Dorn - District 2
Carol VanMol - District 3
Tom Bouchie - District 4
Nathan Martin - District 5

Dear Dr. Barish:

I am glad to have the opportunity to offer a letter of support and recommendation for the move of Huey P. Long Medical Center to England Airpark. While I know that on the surface that seems strange coming from the Office of the Mayor of the City where HPL currently resides...it really is not when you understand all the issues.

First, as someone who cares about this community and the mission of Huey P. Long Medical Center, I can't sit back and watch as the current 72-year old hospital building deteriorates before our eyes. With today's bleak State economic outlook, it's a forgone conclusion that unless something changes, we could lose these services and the 500-jobs our community desperately needs.

Secondly, you have a willing partner in the England Authority, who is financially able and willing to bond out the necessary money to improve the reuse of an existing base hospital and improve the infrastructure of an adjoining facility. This consolidation of HPL's hospital and clinic locations into a modern facility, is definitely in the best interests of HPL and LSU Health Sciences, and will secure the delivery of services to those in Central Louisiana that need it most.

If I can be of any further help in support of this move, please don't hesitate to call.

Sincerely,



Mayor Clarence R. Fields

APPENDIX F. Draft Projected Timeline

**ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT
AMENDMENT TO HOSPITAL LEASE WITH IMPROVEMENTS WITH
LSU BOARD OF SUPERVISOR
(the "Project")**

ESTIMATED PROJECT TIME LINE

December, 2011	LSU Board of Supervisors approves Project
January 1, 2012	EEIDD issues a RFQ for the purpose of soliciting a Comprehensive Scope of Services Study ("CSSS") which shall include (i) an outline the entire scope of the project, (b) the proposed constructions, (iii) a construction budget, (iv) estimate of total cost of the bonds to be issued, and (v) projected rent for the completed Project.
February 1, 2012	Lease is signed
February 15, 2012	EEIDD awards contract for preparation of CSSS and a complete set of plans and specifications for Phase One Construction and Phase Two Construction
April 15, 2012	EEIDD shall provide Lessee a preliminary CSSS
May 15, 2012	Lessee must either approve or disapprove the Project as set forth in the CSSS
May 22, 2012	If Lessee does not approve the Project as set forth in the CSSS there will be a followup meeting within 7 days to discuss differences.
	If the Project is not approved at this point, the Project is over and the Lessee will owe the EEIDD ½ of the costs incurred to procure the Preliminary Comprehensive Feasibility Study.
	If the Project is approved by the Lessee, then the Project will move forward. Neither party shall have the right to cancel beyond this point.
June 15, 2012	EEIDD will provide Lessee with Phase One Preliminary Plans and Specifications
June 22, 2012	Lessee must accept the Preliminary Plans and Specifications or offer suggested modifications.
June 29, 2012	If the Lessee does not fully accept the Preliminary Plans and Specifications, then the EEIDD, Lessee, and professionals shall meet to discuss differences

	If no agreement, then ARBITRATION. When agreement reached, then Project proceeds.
August 1, 2012	EEIDD will issue Bonds
August 15, 2012	EEIDD will provide Lessee with Final Plans and Specifications, including exterior, interior, parking, and ground landscaping, and a final cumulative budget
August 22, 2012	Lessee must accept the Final Plans and Specifications or offer suggested modifications.
August 29, 2012	If the Lessee does not fully accept the Final Plans and Specifications, then the EEIDD, Lessee, and professionals shall meet to discuss differences.
	If no agreement, then ARBITRATION. When agreement reached, then Project proceeds.
September 1, 2012	Phase One Construction put out for public bid
October 1, 2012	Bids opened and contractor selected
October 15, 2012	Construction Contract signed
November 15, 2012	Construction of Phase One begins
February 1, 2013	EEIDD will provide Lessee with Phase Two Preliminary Plans and Specifications
February 7, 2013	Lessee must accept the Preliminary Plans and Specifications or offer suggested modifications.
February 14, 2013	If the Lessee does not fully accept the Preliminary Plans and Specifications, then the EEIDD, Lessee, and professionals shall meet to discuss differences.
	If no agreement, then ARBITRATION. When agreement reached, then Project proceeds.
March 15, 2013	EEIDD will provide Lessee with Final Plans and Specifications, including exterior, interior, parking, and ground landscaping, and a final cumulative budget
March 22, 2013	Lessee must accept the Final Plans and Specifications or offer suggested modifications.

March 29, 2013	If the Lessee does not fully accept the Final Plans and Specifications, then the EEIDD, Lessee, and professionals shall meet to discuss differences.
	If no agreement, then ARBITRATION. When agreement reached, then Project proceeds
April 1, 2013	Phase Two Construction put out for public bid
May 1, 2013	Bids opened and contractor selected
May 15, 2013	Construction Contract signed
June 1, 2013	Phase One Construction completed
June 1 - June 14, 2013	Lessee transfers hospital operations to renovated school buildings
June 15, 2013	Construction of Phase Two begins
July 15, 2014	Construction of Phase Two completed
July 1, 2014	Commencement Term of amended lease and payment of additional rent

APPENDIX G.

Amortization Schedule

Huey P. Long Medical Center

* AMORTIZATION SCHEDULE *
* BY MONTH *

9/19/2011
11/7/2011

===== DATA ENTRY AREA =====
PRINCIPAL 25000000
INTEREST 5.50%
TERM 240 MONTHS
===== PAYMENT =====>>> **\$171,971.83** PER MONTH **2,063,661.92**

MONTH	BEG BALANCE	END BALANCE	PAYMENT	PRINCIPAL	INTEREST
1	\$25,000,000.00	\$24,942,611.51	\$171,971.83	\$57,388.49	\$114,583.33
2	\$24,942,611.51	\$24,884,959.98	\$171,971.83	\$57,651.52	\$114,320.30
3	\$24,884,959.98	\$24,827,044.22	\$171,971.83	\$57,915.76	\$114,056.07
4	\$24,827,044.22	\$24,768,863.01	\$171,971.83	\$58,181.21	\$113,790.62
5	\$24,768,863.01	\$24,710,415.14	\$171,971.83	\$58,447.87	\$113,523.96
6	\$24,710,415.14	\$24,651,699.39	\$171,971.83	\$58,715.76	\$113,256.07
7	\$24,651,699.39	\$24,592,714.51	\$171,971.83	\$58,984.87	\$112,986.96
8	\$24,592,714.51	\$24,533,459.29	\$171,971.83	\$59,255.22	\$112,716.61
9	\$24,533,459.29	\$24,473,932.49	\$171,971.83	\$59,526.81	\$112,445.02
10	\$24,473,932.49	\$24,414,132.85	\$171,971.83	\$59,799.64	\$112,172.19
11	\$24,414,132.85	\$24,354,059.14	\$171,971.83	\$60,073.72	\$111,898.11
12	\$24,354,059.14	\$24,293,710.08	\$171,971.83	\$60,349.06	\$111,622.77
13	\$24,293,710.08	\$24,233,084.42	\$171,971.83	\$60,625.66	\$111,346.17
14	\$24,233,084.42	\$24,172,180.90	\$171,971.83	\$60,903.52	\$111,068.30
15	\$24,172,180.90	\$24,110,998.24	\$171,971.83	\$61,182.66	\$110,789.16
16	\$24,110,998.24	\$24,049,535.15	\$171,971.83	\$61,463.09	\$110,508.74
17	\$24,049,535.15	\$23,987,790.36	\$171,971.83	\$61,744.79	\$110,227.04
18	\$23,987,790.36	\$23,925,762.57	\$171,971.83	\$62,027.79	\$109,944.04
19	\$23,925,762.57	\$23,863,450.49	\$171,971.83	\$62,312.08	\$109,659.75
20	\$23,863,450.49	\$23,800,852.81	\$171,971.83	\$62,597.68	\$109,374.15
21	\$23,800,852.81	\$23,737,968.23	\$171,971.83	\$62,884.58	\$109,087.24
22	\$23,737,968.23	\$23,674,795.42	\$171,971.83	\$63,172.81	\$108,799.02
23	\$23,674,795.42	\$23,611,333.07	\$171,971.83	\$63,462.35	\$108,509.48
24	\$23,611,333.07	\$23,547,579.86	\$171,971.83	\$63,753.22	\$108,218.61
25	\$23,547,579.86	\$23,483,534.44	\$171,971.83	\$64,045.42	\$107,926.41
26	\$23,483,534.44	\$23,419,195.48	\$171,971.83	\$64,338.96	\$107,632.87
27	\$23,419,195.48	\$23,354,561.63	\$171,971.83	\$64,633.85	\$107,337.98
28	\$23,354,561.63	\$23,289,631.54	\$171,971.83	\$64,930.09	\$107,041.74
29	\$23,289,631.54	\$23,224,403.86	\$171,971.83	\$65,227.68	\$106,744.14
30	\$23,224,403.86	\$23,158,877.22	\$171,971.83	\$65,526.64	\$106,445.18
31	\$23,158,877.22	\$23,093,050.24	\$171,971.83	\$65,826.97	\$106,144.85
32	\$23,093,050.24	\$23,026,921.56	\$171,971.83	\$66,128.68	\$105,843.15
33	\$23,026,921.56	\$22,960,489.79	\$171,971.83	\$66,431.77	\$105,540.06
34	\$22,960,489.79	\$22,893,753.54	\$171,971.83	\$66,736.25	\$105,235.58
35	\$22,893,753.54	\$22,826,711.42	\$171,971.83	\$67,042.12	\$104,929.70
36	\$22,826,711.42	\$22,759,362.02	\$171,971.83	\$67,349.40	\$104,622.43
37	\$22,759,362.02	\$22,691,703.94	\$171,971.83	\$67,658.08	\$104,313.74
38	\$22,691,703.94	\$22,623,735.75	\$171,971.83	\$67,968.18	\$104,003.64
39	\$22,623,735.75	\$22,555,456.05	\$171,971.83	\$68,279.70	\$103,692.12
40	\$22,555,456.05	\$22,486,863.40	\$171,971.83	\$68,592.65	\$103,379.17
41	\$22,486,863.40	\$22,417,956.36	\$171,971.83	\$68,907.04	\$103,064.79
42	\$22,417,956.36	\$22,348,733.50	\$171,971.83	\$69,222.86	\$102,748.97
43	\$22,348,733.50	\$22,279,193.37	\$171,971.83	\$69,540.13	\$102,431.70
44	\$22,279,193.37	\$22,209,334.51	\$171,971.83	\$69,858.86	\$102,112.97
45	\$22,209,334.51	\$22,139,155.47	\$171,971.83	\$70,179.04	\$101,792.78
46	\$22,139,155.47	\$22,068,654.77	\$171,971.83	\$70,500.70	\$101,471.13
47	\$22,068,654.77	\$21,997,830.94	\$171,971.83	\$70,823.83	\$101,148.00
48	\$21,997,830.94	\$21,926,682.51	\$171,971.83	\$71,148.44	\$100,823.39
49	\$21,926,682.51	\$21,855,207.97	\$171,971.83	\$71,474.53	\$100,497.29
50	\$21,855,207.97	\$21,783,405.85	\$171,971.83	\$71,802.12	\$100,169.70
51	\$21,783,405.85	\$21,711,274.63	\$171,971.83	\$72,131.22	\$99,840.61
52	\$21,711,274.63	\$21,638,812.82	\$171,971.83	\$72,461.82	\$99,510.01
53	\$21,638,812.82	\$21,566,018.88	\$171,971.83	\$72,793.93	\$99,177.89

54	\$21,566,018.88	\$21,492,891.31	\$171,971.83	\$73,127.57	\$98,844.25
55	\$21,492,891.31	\$21,419,428.57	\$171,971.83	\$73,462.74	\$98,509.09
56	\$21,419,428.57	\$21,345,629.12	\$171,971.83	\$73,799.45	\$98,172.38
57	\$21,345,629.12	\$21,271,491.43	\$171,971.83	\$74,137.69	\$97,834.13
58	\$21,271,491.43	\$21,197,013.93	\$171,971.83	\$74,477.49	\$97,494.34
59	\$21,197,013.93	\$21,122,195.09	\$171,971.83	\$74,818.85	\$97,152.98
60	\$21,122,195.09	\$21,047,033.32	\$171,971.83	\$75,161.77	\$96,810.06
61	\$21,047,033.32	\$20,971,527.06	\$171,971.83	\$75,506.26	\$96,465.57
62	\$20,971,527.06	\$20,895,674.74	\$171,971.83	\$75,852.33	\$96,119.50
63	\$20,895,674.74	\$20,819,474.75	\$171,971.83	\$76,199.98	\$95,771.84
64	\$20,819,474.75	\$20,742,925.52	\$171,971.83	\$76,549.23	\$95,422.59
65	\$20,742,925.52	\$20,666,025.43	\$171,971.83	\$76,900.09	\$95,071.74
66	\$20,666,025.43	\$20,588,772.89	\$171,971.83	\$77,252.54	\$94,719.28
67	\$20,588,772.89	\$20,511,166.27	\$171,971.83	\$77,606.62	\$94,365.21
68	\$20,511,166.27	\$20,433,203.96	\$171,971.83	\$77,962.31	\$94,009.51
69	\$20,433,203.96	\$20,354,884.31	\$171,971.83	\$78,319.64	\$93,652.18
70	\$20,354,884.31	\$20,276,205.71	\$171,971.83	\$78,678.61	\$93,293.22
71	\$20,276,205.71	\$20,197,166.49	\$171,971.83	\$79,039.22	\$92,932.61
72	\$20,197,166.49	\$20,117,765.01	\$171,971.83	\$79,401.48	\$92,570.35
73	\$20,117,765.01	\$20,037,999.61	\$171,971.83	\$79,765.40	\$92,206.42
74	\$20,037,999.61	\$19,957,868.61	\$171,971.83	\$80,131.00	\$91,840.83
75	\$19,957,868.61	\$19,877,370.35	\$171,971.83	\$80,498.26	\$91,473.56
76	\$19,877,370.35	\$19,796,503.13	\$171,971.83	\$80,867.21	\$91,104.61
77	\$19,796,503.13	\$19,715,265.28	\$171,971.83	\$81,237.85	\$90,733.97
78	\$19,715,265.28	\$19,633,655.09	\$171,971.83	\$81,610.19	\$90,361.63
79	\$19,633,655.09	\$19,551,670.84	\$171,971.83	\$81,984.24	\$89,987.59
80	\$19,551,670.84	\$19,469,310.84	\$171,971.83	\$82,360.00	\$89,611.82
81	\$19,469,310.84	\$19,386,573.36	\$171,971.83	\$82,737.49	\$89,234.34
82	\$19,386,573.36	\$19,303,456.66	\$171,971.83	\$83,116.70	\$88,855.13
83	\$19,303,456.66	\$19,219,959.01	\$171,971.83	\$83,497.65	\$88,474.18
84	\$19,219,959.01	\$19,136,078.66	\$171,971.83	\$83,880.35	\$88,091.48
85	\$19,136,078.66	\$19,051,813.86	\$171,971.83	\$84,264.80	\$87,707.03
86	\$19,051,813.86	\$18,967,162.85	\$171,971.83	\$84,651.01	\$87,320.81
87	\$18,967,162.85	\$18,882,123.85	\$171,971.83	\$85,039.00	\$86,932.83
88	\$18,882,123.85	\$18,796,695.09	\$171,971.83	\$85,428.76	\$86,543.07
89	\$18,796,695.09	\$18,710,874.78	\$171,971.83	\$85,820.31	\$86,151.52
90	\$18,710,874.78	\$18,624,661.13	\$171,971.83	\$86,213.65	\$85,758.18
91	\$18,624,661.13	\$18,538,052.33	\$171,971.83	\$86,608.80	\$85,363.03
92	\$18,538,052.33	\$18,451,046.58	\$171,971.83	\$87,005.75	\$84,966.07
93	\$18,451,046.58	\$18,363,642.05	\$171,971.83	\$87,404.53	\$84,567.30
94	\$18,363,642.05	\$18,275,836.92	\$171,971.83	\$87,805.13	\$84,166.69
95	\$18,275,836.92	\$18,187,629.34	\$171,971.83	\$88,207.57	\$83,764.25
96	\$18,187,629.34	\$18,099,017.48	\$171,971.83	\$88,611.86	\$83,359.97
97	\$18,099,017.48	\$18,009,999.48	\$171,971.83	\$89,018.00	\$82,953.83
98	\$18,009,999.48	\$17,920,573.49	\$171,971.83	\$89,426.00	\$82,545.83
99	\$17,920,573.49	\$17,830,737.62	\$171,971.83	\$89,835.87	\$82,135.96
100	\$17,830,737.62	\$17,740,490.01	\$171,971.83	\$90,247.61	\$81,724.21
101	\$17,740,490.01	\$17,649,828.76	\$171,971.83	\$90,661.25	\$81,310.58
102	\$17,649,828.76	\$17,558,751.98	\$171,971.83	\$91,076.78	\$80,895.05
103	\$17,558,751.98	\$17,467,257.77	\$171,971.83	\$91,494.21	\$80,477.61
104	\$17,467,257.77	\$17,375,344.21	\$171,971.83	\$91,913.56	\$80,058.26
105	\$17,375,344.21	\$17,283,009.38	\$171,971.83	\$92,334.83	\$79,636.99
106	\$17,283,009.38	\$17,190,251.34	\$171,971.83	\$92,758.03	\$79,213.79
107	\$17,190,251.34	\$17,097,068.17	\$171,971.83	\$93,183.17	\$78,788.65
108	\$17,097,068.17	\$17,003,457.90	\$171,971.83	\$93,610.26	\$78,361.56
109	\$17,003,457.90	\$16,909,418.59	\$171,971.83	\$94,039.31	\$77,932.52
110	\$16,909,418.59	\$16,814,948.27	\$171,971.83	\$94,470.33	\$77,501.50
111	\$16,814,948.27	\$16,720,044.95	\$171,971.83	\$94,903.31	\$77,068.51
112	\$16,720,044.95	\$16,624,706.66	\$171,971.83	\$95,338.29	\$76,633.54
113	\$16,624,706.66	\$16,528,931.41	\$171,971.83	\$95,775.25	\$76,196.57
114	\$16,528,931.41	\$16,432,717.18	\$171,971.83	\$96,214.22	\$75,757.60
115	\$16,432,717.18	\$16,336,061.98	\$171,971.83	\$96,655.21	\$75,316.62
116	\$16,336,061.98	\$16,238,963.77	\$171,971.83	\$97,098.21	\$74,873.62
117	\$16,238,963.77	\$16,141,420.53	\$171,971.83	\$97,543.24	\$74,428.58
118	\$16,141,420.53	\$16,043,430.21	\$171,971.83	\$97,990.32	\$73,981.51
119	\$16,043,430.21	\$15,944,990.77	\$171,971.83	\$98,439.44	\$73,532.39
120	\$15,944,990.77	\$15,846,100.15	\$171,971.83	\$98,890.62	\$73,081.21

**PERSONNEL ACTIONS REQUIRING
BOARD APPROVAL**

December 9, 2011

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Personnel Actions Requiring Board Approval

December 9, 2011

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Personnel Actions Requiring Board Approval
December 9, 2011

PROMOTIONS

Campus	Name	Effective	Title	Old Salary	New Salary	Difference	Source	Pct Chg.
1 AgCtr	Hay, Gary M.	09/12/11	Director of the School of Animal Science	\$102,427	\$123,500 base <u>\$ 13,250 supp</u> \$136,750 total	\$34,323	State	34%
2 AgCtr	Leonard, Billy R.	01/01/12	Associate Vice Chancellor for Research	\$156,019	\$179,400	\$23,381	State	15%

Personnel Actions Requiring Board Approval
December 9, 2011

APPOINTMENT/CONTINUATION OF DESIGNATED CHAIR OR PROFESSOR SHIP

Campus	Name	Effective Date	Remove/Add	Title
1 LSU A&M	Denny, R. Kenton	08/15/11	Remove	L.M. "Pat" and Mildred Harrison Professorship in Education
2 LSU A&M	Friedland, Carol Jean	01/10/12	Add	Industrial Specialty Contractors, LLC Professorship in Construction Management
3 LSU A&M	Greckhamer, Thomas	08/15/11	Continue	Penniman Family Developing Scholar Professorship
			Add	Marjory B. Ourso Excellence in Teaching Professorship #1
4 LSU A&M	Hassan, Marwa M.	01/10/12	Add	Performance Contractors Professorship in Construction Management
5 LSU A&M	Kayhan, Ayla	08/15/11	Add	Bank One/Chuck McCoy Endowed Professor #3
			Remove	Russell B. Long Professor in Finance
6 LSU A&M	Kelle, Peter	08/15/11	Add	Ourso Professor of Business Analysis in Information Systems & Decision Sciences
7 LSU A&M	Lin, Ji-Chai	08/15/11	Add	C. Cameron Professor in Finance #2
			Continue	Lloyd F. Collette Chair
8 LSU A&M	Liu, Min-Hsin	08/15/11	Add	Carruth Developing Scholar Professorship
9 LSU A&M	Mason, Joseph R.	08/15/11	Add	Russell B. Long Professor in Finance
10 LSU A&M	Nahmens, Isabelina	01/10/12	Add	McCollister Family Professorship
11 LSU A&M	Rice, Dan H.	08/15/11	Add	Herbert Huey McElveen Professorship for Developing Scholars
12 LSU A&M	Sauley, Kerry Shaun	08/15/11	Remove	Marjory B. Ourso Excellence in Teaching Professorship #1
13 LSU A&M	Unel, Bulent	08/15/11	Add	Marjory B. Ourso Excellence in Teaching Professorship #6

Personnel Actions Requiring Board Approval
December 9, 2011

LEAVE WITHOUT PAY/EDUCATIONAL LEAVE/SPECIAL LEAVE

Campus	Name	Type of Leave	Effective Date
1 LSU A&M	Cheng, Cheng-Shing Agnes	LWOP	01/19/2012 - 01/18/2014
2 LSU A&M	Jha, Shantenu	LWOP	09/01/2011 - 08/31/2012

Personnel Actions Requiring Board Approval
December 9, 2011

REQUESTS FOR EMERITUS TITLE

Campus	Name	Effective Date	Title
1 LSU A&M	Hogstrom, Kenneth R.	08/14/11	Professor Emeritus
2 LSU A&M	Phillips, Faye	01/30/12	Associate Dean Emeritus and Librarian Emeritus

Personnel Actions Requiring Board Approval
December 9, 2011

SUPPLEMENTAL COMPENSATION

Campus	Name	Effective	Title	Salary	Supplement	Foundation
1 LSU A&M	Cheek, Jr. Earl H.	07/01/11	Patrick and Edwige Olinde Professorship in Education	\$131,878	\$4,000	LSU A&M
2 LSU A&M	Dawson, Alma E.	08/15/11	Russell B. Long Professorship in Library Science	\$80,689	\$6,289	LSU A&M
3 LSU A&M	Denny, R. Kenton	08/15/11	Judith Walker Gibbs Professorship in Education	\$77,618	\$4,000	LSU A&M
4 LSU A&M	Egea-Kuehne, Denise	08/15/11	L.M. "Pat" and Mildred Harrison Professorship in Education	\$82,454	\$3,812	LSU A&M
5 LSU A&M	Li, Li	08/15/11	Jo Ellen Levy Yates Professorship in the College of Education	\$77,391	\$4,000	LSU A&M
6 LSU A&M	Sauley, Kerry Shaun	08/15/11	J. Trigg and Bettye B. Wood, Jr. Endowed Professorship in Management	\$103,226	\$3,500	LSU A&M
7 LSU A&M	Smyth, David H.	08/15/11	Derryl and Helen Haymon Endowed Professorship in Music # 2	\$85,599	\$4,517	LSU A&M
8 HSC-NO	Jarreau, Patsy	09/01/11	Associate Professor - Clinical	\$85,594	\$4,000	LSUHSC Found
9 HSC-NO	Trapido, Edward	12/01/11	Wendell Gauthier Endowed Chair for Cancer Epidemiology	\$205,000	\$12,000	LSUHSC Found

**Amended and Supplemental Personnel Actions
Requiring Board Approval
-Justified, Out-of-Time-
December 9, 2011**

RAISES

Campus	Name	Reason	Effective	Title		Old Salary	New Salary	Difference	Source	Pct Chg.	
1	LSUHSC-NO	Ochoa, Augusto	Retention*	01/01/11	Director, Stanley S Scott Cancer Center Professor of Pediatrics	base <u>supplement</u> Total	227,981 <u>\$121,859</u> \$349,830	\$227,981 <u>\$174,336</u> \$402,317	\$52,487	Faculty Income Plan	15%
*See attached Memorandum from the LSU Health Sciences Center - New Orleans											
NOTE: Offer letter related to retention provided and related documents are available to Board members.											
2	LSUHSC-S	Dailey, John	Additional Duties and Responsibilities	01/01/12	Vice Chancellor for Administration	base <u>supplement</u> Total	\$220,000 <u>\$ 60,000</u> \$280,000	\$240,000 <u>\$110,000</u> \$350,000	\$70,000	"Self generated Non operating Budge" State	25%

Authorization for the President to approve football post-season additional compensation in accordance with existing Board Policy

WHEREAS, in accordance with Board Bylaws, the Chancellor of Louisiana State University and Agricultural and Mechanical College has recommended that the Board of Supervisors authorize the President to approve the additional compensation for Athletics Department personnel in accordance with the Provisions for Additional Compensation for Coaches and Athletics Department Staff that was approved by the Board on August 17, 2007, university regulations and policy, and the terms of the employment contracts between LSU and the head coach and the various assistant coaches:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College authorizes Dr. John V. Lombardi, LSU System President, or his designee, to approve the applicable additional compensation for the post season football game in accordance with the Provisions for Additional Compensation previously approved by the Board on August 17, 2007, university regulations and policy, and the terms of the employment contracts with the head coach and the various assistant coaches.

(Copies of the policy and contracts are on file and available upon request).



Office of Academic Affairs Consent Agenda

REQUEST APPROVAL TO AWARD A POSTHUMOUS DEGREE AT LSU

To: Members of the Board of Supervisors

Date: December 9, 2011

1. Significant Board Matter

This matter is a significant board matter pursuant to the following provisions of Article VII, section 8 of the Bylaws:

D1 Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

2. Summary of the Matter

Josh Moulton, a student in the LSU Master of Natural Sciences degree program, died this fall as a result of an automobile accident. He was in good standing and had completed all requirements for the degree. In addition, he was a student in the U. S. Department of Education program for training teachers in central Louisiana and had already begun to work in Avoyelles Parish.

The dean and faculty of the College of Science and the administration of Louisiana State University request that Josh Moulton be awarded the Master of Natural Sciences degree, posthumously. By awarding this degree, the University recognizes Josh Moulton's academic achievements and contributions to the University.

3. Certification of campus (or equivalent) re. paragraph C, Article VII, Section 8.

Appropriate certification was provided by the Chancellor.

RECOMMENDATION:

It is recommended that the Board of Supervisors adopt the following recommendation:

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of Louisiana State University does hereby authorize Louisiana State University to award the **Master of Natural Sciences** degree to **Josh Moulton**, posthumously.



Office of Academic Affairs Consent Agenda

REQUEST APPROVAL TO ESTABLISH FOUR ENDOWED CHAIRS AT LSU

To: Members of the Board of Supervisors

Date: December 9, 2011

1. Significant Board Matter

This matter is a significant board matter pursuant to the following provisions of Article VII, section 8 of the Bylaws:

D.1 Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

2. Summary of the Matter

Significant donations have been made to the LSU Foundation for the establishment of Endowed Chairs. The Louisiana Board of Regents Support Fund Endowed Chairs for Eminent Scholars Program provides for multiple \$400,000 challenge grants to be awarded on a 40:60 matching basis. Donations received of at least \$600,000 qualify for matching grants under the Regents Support Fund Endowed Chairs program.

The following Endowed Chairs are proposed based on donations of \$1,200,000:

- Ourso Distinguished Chair in Marketing Strategy in the E. J. Ourso College of Business
- E. J. Ourso Distinguished Chair of Decision and Group Support Systems in the E. J. Ourso College of Business
- Marjory B. Ourso Distinguished Chair of Accounting Systems in the E. J. Ourso College of Business

The following Endowed Chair is proposed based on a donation of \$600,000

- William A. Pryor Chair in the College of Science

3. Review of Business Plan

Not applicable

4. Review of Documents Related to Referenced Matter

Supporting materials for the proposed Chairs are in order.

5. Other

Not applicable

6. Certification of campus (or equivalent) re. paragraph C, Article VII, Section 8.

Certification was provided in the resolution to create the Chair.

RECOMMENDATION(s)

It is recommended that the Board of Supervisors adopt the following recommendation:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby approves the establishment of the above mentioned Chairs at Louisiana State University,

and

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and/or the President of the Louisiana State University System, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the above named Chairs.



Office of Academic Affairs Consent Agenda

REQUEST APPROVAL TO ESTABLISH AN ENDOWED CHAIR AT LSU IN SHREVEPORT

To: Members of the Board of Supervisors

Date: December 9, 2011

1. Significant Board Matter

This matter is a significant board matter pursuant to the following provisions of Article VII, section 8 of the Bylaws:

D.1 Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

2. Summary of the Matter

A significant donation has been made to the LSU in Shreveport Foundation for the establishment of an Endowed Chair. The Louisiana Board of Regents Support Fund Endowed Chairs for Eminent Scholars Program provides for multiple \$400,000 challenge grants to be awarded on a 40:60 matching basis. Donations received of at least \$600,000 qualify for matching grants under the Regents Support Fund Endowed Chairs program.

The following Endowed Chair is proposed based on a donation of \$600,000:

- AEP SWEPCO LaPREP Distinguished Chair in the College of Arts and Sciences

3. Review of Business Plan

Not applicable

4. Review of Documents Related to Referenced Matter

Supporting materials for the proposed Chair is in order.

5. Other

Not applicable

6. Certification of campus (or equivalent) re. paragraph C, Article VII, Section 8.

Certification was provided in the resolution to create the Chair.

RECOMMENDATION(s)

It is recommended that the Board of Supervisors adopt the following recommendation:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby approves the establishment of the AEP SWEPCO LaPREP Distinguished Chair at Louisiana State University in Shreveport,

and

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and/or the President of the Louisiana State University System, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the above named Chair.



Office of Academic Affairs Consent Agenda

REQUEST APPROVAL OF SEVEN ENDOWED PROFESSORSHIPS AT LSU

To: Members of the Board of Supervisors

Date: December 9, 2011

1. Significant Board Matter

This matter is a significant board matter pursuant to the following provisions of Article VII, section 8 of the Bylaws:

D.1 Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

2. Summary of the Matter

Significant donations have been made to the LSU Foundation for the establishment of Endowed Professorships. The Board of Regents Support Fund was created by the Legislature of Louisiana in 1989 as Act 647 providing therein for multiple \$40,000 challenge grants to be awarded on a one to one and one-half matching basis, and these donations qualify for inclusion in the Board of Regents Support Fund matching grants program.

The following Endowed Professorship is proposed based on a donation of \$300,000:

- Shell Professorship in Oceanography / Wetland Studies in the School of the Coast and Environment

The following Endowed Professorships are proposed based on donations of \$120,000:

- Dr. Richard Bruch Distinguished Professorship #2 in the College of Science
- Ourso Professorship of Communication Studies #2 in the Manship School of Mass Communication

The following Endowed Professorships are proposed based on donations of \$60,000:

- Ourso Professorship of Communication Studies in the E. J. Ourso College of Business
- Manuel/Miller Professorship in the E. J. Ourso College of Business
- Doyle Z. Williams Accounting Professorship in the E. J. Ourso College of Business
- Laura Cordell and John P. "Jay" Moffitt Professorship in Geology and Geophysics in the College of Science

3. Review of Documents Related to Referenced Matter

Supporting materials for the proposed Professorships are in order.

4. Certification of campus (or equivalent) re. paragraph C, Article VII, Section 8.

Certification was provided in the resolution to create the Professorships.

RECOMMENDATION

It is recommended that the Board of Supervisors adopt the following recommendation:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby approves the establishment of the Endowed Professorships listed above

and

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and/or the President of the Louisiana State University System, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the above named Professorships.



Office of Academic Affairs Consent Agenda

REQUEST APPROVAL OF AN ENDOWED PROFESSORSHIP AT THE PENNINGTON BIOMEDICAL RESEARCH CENTER

To: Members of the Board of Supervisors

Date: December 9, 2011

1. Significant Board Matter

This matter is a significant board matter pursuant to the following provisions of Article VII, section 8 of the Bylaws:

D.1 Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

2. Summary of the Matter

A significant donation has been made to the Pennington Biomedical Research Center for the establishment of an Endowed Professorship. The Board of Regents Support Fund was created by the Legislature of Louisiana in 1989 as Act 647 providing therein for multiple \$40,000 challenge grants to be awarded on a one to one and one-half matching basis, and these donations qualify for inclusion in the Board of Regents Support Fund matching grants program.

The following Endowed Professorship is proposed based on a donation of \$75,000:

- John Henry Hernandez Endowed Professorship in Health Promotion

3. Review of Documents Related to Referenced Matter

Supporting materials for the proposed Professorship is in order.

4. Certification of campus (or equivalent) re. paragraph C, Article VII, Section 8.

Certification was provided in the resolution to create the Professorship.

RECOMMENDATION

It is recommended that the Board of Supervisors adopt the following recommendation:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby approves the establishment of the Endowed Professorship listed above

and

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and/or the President of the Louisiana State University System, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the above named Professorship.



Office of Academic Affairs Consent Agenda

REQUEST APPROVAL TO DROP THE BS IN FAMILY & CONSUMER SCIENCE EDUCATION IN THE COLLEGE OF AGRICULTURE AT LSU

To: Members of the Board of Supervisors

Date: December 9, 2011

1. Significant Board Matter

This matter is a significant board matter pursuant to the following provisions of Article VII, section 8 of the Bylaws:

D1 Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

2. Summary of the Matter

The College of Agriculture, School of Human Resource Education and Workforce Development requests approval to drop the Bachelor of Science in Family and Consumer Science Education curriculum, Grades 6-12 (CIP Code: 13.1308). The request is made because the School does not have the necessary faculty to ensure a quality degree program. Student interest in the program is also low.

3. Review of Documents Related to Referenced Matter

This request to drop the program has been approved by the LSU Courses and Curriculum Committee and all appropriate administrative offices

4. Certification of campus (or equivalent) re. paragraph C, Article VII, Section 8.

Appropriate certification was provided by LSU

RECOMMENDATION:

It is recommended that the Board of Supervisors adopt the following recommendation:

“NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of Louisiana State University does hereby authorize Louisiana State University to drop the Bachelor of Science in Family & Consumer Science Education in the College of Agriculture, School of Human Resource Education and Workforce Development, subject to approval by the Board of Regents.”



Office of Academic Affairs Consent Agenda

REQUEST APPROVAL TO DROP THE B.S. IN MARKETING EDUCATION IN THE COLLEGE OF AGRICULTURE AT LSU

To: Members of the Board of Supervisors

Date: December 9, 2011

1. Significant Board Matter

This matter is a significant board matter pursuant to the following provisions of Article VII, section 8 of the Bylaws:

D.1 Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

2. Summary of the Matter

The School of Human Resource Education and Workforce Development in the College of Agriculture requests approval to drop the Bachelor of Science in Marketing Education curriculum (CIP Code: 13.1310) because of an inadequate number of faculty to support the program and a weak student demand.

3. Review of Documents Related to Referenced Matter

The request was submitted and approved by the LSU Courses and Curriculum Committee and by all appropriate administrative offices.

4. Certification of campus (or equivalent) re. paragraph C, Article VII, Section 8.

Appropriate certification was provided by the campus.

RECOMMENDATION:

It is recommended that the Board of Supervisors adopt the following recommendation:

“NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of Louisiana State University does hereby authorize Louisiana State University to drop the Bachelor of Science in Marketing Education in the College of Agriculture, School of Human Resource Education and Workforce Development, subject to approval by the Louisiana Board of Regents.”



Office of Academic Affairs Consent Agenda

REQUEST APPROVAL TO CHANGE THE NAME OF THE B.S. IN GENERAL BUSINESS ADMINISTRATION TO THE B.S. IN GENERAL BUSINESS AT LSU

To: Members of the Board of Supervisors

Date: December 9, 2011

1. Significant Board Matter

This matter is a significant board matter pursuant to the following provisions of Article VII, section 8 of the Bylaws:

D.1 Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

2. Summary of the Matter

The E. J. Ourso College of Business at LSU requests approval to change the name of the Bachelor of Science in General Business Administration curriculum (CIP: 52.0201) to the Bachelor of Science in General Business.

In 2005, the E. J. Ourso College of Business deleted "Administration" from its name in an effort to keep up with current terminology. The curricular request is made to update the title of the general business administration curriculum.

3. Review of Documents Related to Referenced Matter

The request for a name change was approved by the LSU Courses and Curricula Committee and by all appropriate LSU administrative offices.

4. Certification of campus (or equivalent) re. paragraph C, Article VII, Section 8.

Appropriate certification was provided by the Campus.

RECOMMENDATION:

It is recommended that the Board of Supervisors adopt the following recommendation:

"NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of Louisiana State University does hereby authorize Louisiana State University to change the name of the Bachelor of Science in General Business Administration curriculum to the Bachelor of Science in General Business, subject to approval by the Louisiana Board of Regents."



Office of Academic Affairs Consent Agenda

REQUEST APPROVAL TO CHANGE THE NAME OF THE M.S. IN INFORMATION SYSTEMS AND DECISION SCIENCES TO A M.S. IN ANALYTICS AT LSU

To: Members of the Board of Supervisors

Date: December 9, 2011

1. Significant Board Matter

This matter is a significant board matter pursuant to the following provisions of Article VII, section 8 of the Bylaws:

D.1 Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

2. Summary of the Matter

LSU is requesting approval to change the name of the M.S. in Information Systems and Decision Sciences to a M.S. in Analytics (CIP Code: 52.1301). The degree program is offered by the Department of Information Systems and Decision Sciences in the College of Business, which will collaborate with the Department of Experimental Statistics to draw on faculty expertise, especially in the areas of SAS Programming and Advanced Analytics. The purpose of the name change is to better reflect the primary focus of the program, namely the use of statistics, decision science and information science to convert data into actionable information to improve decision making and support ongoing operations. The underlying structure of the curriculum will not change.

In recent years, the field of information systems and decision sciences has undergone a significant change due to the vast quantity of information being stored by companies in electronic form. Companies are increasingly attempting to capitalize on this wealth of information to be more efficient in the use of resources and to make data-driven decisions. The commonly used term in government, business, industry and higher education to describe the use of analytical techniques to mine a large amount of data is analytics. Hence, the degree, under its new name, will be much more recognized than the M.S. in Information Systems & Decisions Sciences and should enhance student recruitment.

Because of the expected growth in demand for analytics professionals, LSU has a commitment from SAS to support the development of the analytics program with a donation of \$1 million as soon as the name change is approved.

Finally, it is also important to note that the M.S. in Information Systems and Decisions Sciences was identified as a low completer by the Board of Regents (16 graduates over the past 5 years). The Board of Regents granted a one year extension to the Department to demonstrate that the program, with the sharpened focus on analytics, could be successful.

3. Review of Documents Related to Referenced Matter

The request was approved by the LSU Graduate Council and by all appropriate LSU administrative offices. A detailed justification for the name change, prepared by the chair of the department, is available for review in the System Office of Academic Affairs.

4. Certification of campus (or equivalent) re. paragraph C, Article VII, Section 8.

Appropriate certification was provided by the campus.

RECOMMENDATION:

It is recommended that the LSU Board of Supervisors adopt the following recommendation:

“NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of Louisiana State University approves the request from Louisiana State University to change the name of the Master of Science in Information Systems and Decision Sciences to the Master of Science in Analytics, subject to approval by the Board of Regents.”



Office of Academic Affairs Consent Agenda

REQUEST APPROVAL TO RESUBMIT AN INTERDISCIPLINARY M.S. IN COASTAL AND ECOLOGICAL ENGINEERING AT LSU

To: Members of the Board of Supervisors

Date: December 9, 2011

1. Significant Board Matter

This matter is a significant board matter pursuant to the following provisions of Article VII, section 8 of the Bylaws:

D.1 Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

2. Summary of the Matter

Background. LSU is requesting approval to resubmit a request to the Board of Regents for a M.S. degree in Coastal and Ecological Engineering. The original proposal for the program was approved by the LSU Board of Supervisors in October 2009, but was not considered by the Board of Regents because of a moratorium on new programs which was in effect from January 8, 2009 through September 21, 2011. With the recent lifting of the moratorium, the Board of Regents has requested campuses with proposals submitted prior to May 2010 to update them to reflect the current status of the university and needs of the region/state and resubmit through the appropriate System.

Brief Summary of the Proposal. The program is designed to provide advanced education and training to engineers in the design, construction and maintenance of built and natural coastal systems that takes into consideration protection and ecological factors. Given the importance of natural and built coastal infra-structure to the state's and nation's economy and the environmental events of the last year in the northern Gulf of Mexico, there is clearly a need for such a program to develop highly skilled and technically-proficient engineers. This need has been documented by requests from multiple individuals and groups within both the public and private sectors and the Louisiana Economic Development (LED) has identified "Water management" as a *Key Industry*.

3. Financial Note

LSU has reaffirmed its financial commitment to the development of the new program. These commitments include: construction of laboratories and office space for the coastal engineering faculty (\$5.2 million); support of start-up costs for two recently hired coastal engineering faculty; and offering courses in both colleges as required in the proposal.

4. Review of Documents Related to Referenced Matter

The program was approved by all appropriate campus faculty and administrative offices and by the System Executive Graduate Council.

5. Certification of campus (or equivalent) re. paragraph C, Article VII, Section 8.

Appropriate certification has been provided by the campus.

RECOMMENDATION:

It is recommended that the Board of Supervisors adopt the following recommendation:

“NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of Louisiana State University does hereby authorize Louisiana State University to establish a M.S. degree in the area of Coastal and Ecological Engineering, subject to approval by the Louisiana Board of Regents.”



Office of Academic Affairs Consent Agenda

REQUEST APPROVAL TO RESUBMIT A M.S. IN CONSTRUCTION MANAGEMENT AT LSU

To: Members of the Board of Supervisors

Date: December 9, 2011

1. Significant Board Matter

This matter is a significant board matter pursuant to the following provisions of Article VII, section 8 of the Bylaws:

D.1 Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

2. Summary of the Matter

Background. LSU is requesting approval to resubmit a request to the Board of Regents for a M.S. degree in Construction Management. The original proposal for the program was approved by the LSU Board of Supervisors in March 2010, but was not considered by the Board of Regents because of a moratorium on new programs which was in effect from January 8, 2009 through September 21, 2011. With the recent lifting of the moratorium, the Board of Regents has requested campuses with proposals submitted prior to May 2010 to update them to reflect the current status of the university and needs of the region/state and resubmit through the appropriate System.

Brief Summary of the Proposal. The degree program is designed to enable students to participate in advanced study and research that can prepare them for careers in high-level management positions within the construction industry.

More than 1,700 LSU Construction Management graduates are employed in Louisiana. The Construction Management program has a long history of producing graduates who have attained high-level positions in industry and have established many of the top construction corporations in the state and region. Supporting a graduate program in Construction Management will allow LSU to develop the next generation of construction leaders able to compete nationally and internationally and prepared to provide innovative solutions to attract new opportunities for Louisiana.

3. Financial Note

LSU has reaffirmed its financial commitment to the development of this program, including renovation of a safety engineering demonstration laboratory and a construction methods lab with foundation funds.

4. Review of Documents Related to Referenced Matter

The proposed program was approved by all appropriate campus faculty and administrative offices and by the System Executive Graduate Council. The updated proposal is available for review in the System Office of Academic Affairs.

5. Certification of campus (or equivalent) re. paragraph C, Article VII, Section 8.

Appropriate certification has been provided by the campus.

RECOMMENDATION:

It is recommended that the Board of Supervisors adopt the following recommendation:

“NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of Louisiana State University does hereby authorize Louisiana State University to establish a Master of Science degree in Construction Management in the College of Engineering, subject to approval by the Board of Regents.”



Office of Academic Affairs Consent Agenda

REQUEST APPROVAL TO RESUBMIT A PH.D. IN ENVIRONMENTAL SCIENCES AT LSU

To: Members of the Board of Supervisors

Date: December 9, 2011

1. Significant Board Matter

This matter is a significant board matter pursuant to the following provisions of Article VII, section 8 of the Bylaws:

D.1 Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

2. Summary of the Matter

Background. LSU is requesting approval to resubmit a request to the Board of Regents for a Ph.D. in Environmental Sciences, originally approved by the LSU Board of Supervisors in September, 2004. While the proposal was under review by the Board of Regents, a moratorium on new programs was imposed in December 2005 in response to Post-Katrina budgetary problems and lasted through June 30, 2007. A moratorium was reinstated in January, 2009 and was in effect through September 21, 2011. With the recent lifting of the moratorium, campuses with proposals submitted prior to May 2010 have been requested to update and resubmit.

Brief Summary of the Proposal. The primary purpose for the proposed Ph.D. is that advanced interdisciplinary research and training are needed to provide students with the skills and understanding needed to address environmental problems that have become increasingly complex. The proposed program will train doctoral students to conduct research addressing the most pressing environmental challenges facing the state and to teach in universities that will produce graduates to meet the increasing job demand.

Over the last 5 years (FY 200 - 2007 through FY 2010 – 2011) there have been 62 graduates of LSU's M.S. in Environmental Sciences. Available data indicates that approximately 15 percent of these graduates have entered out-of-state environmental sciences Ph.D. programs, in large part, because there is not a similar degree offered at LSU or at any university in the state. LSU believes that because of the national demand for doctorates in Environmental Sciences, students who would have pursued studies at LSU have been lost to programs such as Duke University, UC at Davis, UC at Santa Barbara, University of Virginia, and Indiana University. Others major universities, including the University of North Carolina, University of Minnesota, University of Washington, and the University of Texas at Austin, have taken steps to develop environmental programs.

3. Financial Note

The Department of Environmental Sciences has the faculty and research programs to support the Ph.D. program as an extension of the department’s successful M.S. program. The Department reaffirmed its initial commitment to implement the new doctoral program using existing resources for instruction and research for the first five years. Because of an extensive offering of graduate courses for the M.S. program, only a few new courses will need to be developed to support the doctoral program.

4. Review of Documents Related to Referenced Matter

The program was approved by all appropriate LSU faculty and administrative offices and by the System Executive Graduate Council. The updated proposal is available for review in the System Office of Academic Affairs.

5. Certification of campus (or equivalent) re. paragraph C, Article VII, Section 8.

Appropriate certification has been provided by the campus.

RECOMMENDATION:

It is recommended that the Board of Supervisors adopt the following recommendation:

“NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of Louisiana State University approves LSU’s request for reauthorization to establish a Ph.D. in Environmental Sciences, subject to approval by the Board of Regents.”



**RECOMMENDATION TO APPROVE CONSTRUCTION OF
GENERAL STADIUM IMPROVEMENTS TO
TIGER STADIUM PURSUANT TO THE
2003 COOPERATIVE ENDEAVOR AGREEMENT
WITH TIGER ATHLETIC FOUNDATION**

To: Members of the Board of Supervisors

Date: December 9, 2011

Pursuant to Article VII, Section 8, D.2(a) and (b) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.2(a) The assignment, lease, transfer, encumbrance or sale of land, mineral rights, rights of way, servitudes, or other immovable property owned or controlled by LSU.

D.2(b) Any contract or series of related contracts for the design, construction, repair, or renovation of any building or other structure involving a total of \$500,000 or more.

1. Summary of Matter

Pursuant to the terms of that certain Cooperative Endeavor and Lease Agreement dated September 26, 2003 (the "CEA"), the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU Board of Supervisors") leased certain land to the Tiger Athletic Foundation ("TAF") for the purpose of designing and constructing the West Side Addition to Tiger Stadium. The CEA further obligated TAF to provide \$6 million in "General Stadium Improvements" to the existing stadium, assuming that sufficient funds were available from the proceeds of a \$90 million bond issue. Although sufficient bond funds were not available for this purpose prior to completion of the West Side Addition in 2006, TAF nevertheless provided approximately \$4 million in General Stadium Improvements and TAF has now obtained additional funds that may be made available to construct additional General Stadium Improvements proposed by the LSU Athletics Department. The proposed improvements (collectively, "Improvements") include two maintenance items, the resurfacing of exterior concrete walls and replacement of existing fencing, as well as the installation of new exterior lighting.

The CEA authorizes TAF to construct General Stadium Improvements such as exterior stadium cleaning, installation of interior lighting, "and/or such other improvements to Tiger Stadium approved by" the LSU Board of Supervisors. Construction of improvements pursuant to the requirements of the CEA will commence on or before February 1, 2012, provided that the LSU Board of Supervisors approves construction of the Improvements and the LSU Representative has given written approval to the proposed plans and specifications.

2. Review of Business Plan

TAF has or will obtain sufficient funds in the form of private contributions donated for the purpose of paying expenses incurred by TAF in connection the design and construction of the Improvements. Pursuant to the terms of the CEA, TAF will donate the Improvements to the LSU Board of Supervisors upon completion by TAF and acceptance of the work by LSU.

3. Fiscal Impact

TAF currently pays LSU the sum of \$25,000 annually for rights granted pursuant to the terms of the CEA.

The total cost for design and construction of the Improvements is estimated to be less than Two Million Dollars (\$2,000,000). The estimated amount may be increased only with the written consent of TAF and the LSU Representative. All costs and expenses shall be paid by TAF from private contributions donated for the purpose of supporting the design, construction and related expenses incurred by TAF in connection with the Improvements.



Office of the Chancellor

To: John V. Lombardi
President
LSU System

Date: November 8, 2011

From: 
Michael Martin
Chancellor

**Subject: Recommendation to Approve Construction of General Stadium
Improvements to Tiger Stadium Pursuant to the 2003 Cooperative
Endeavor Agreement with Tiger Athletic Foundation**

Attached for your review is a resolution to approve the construction of general improvements to Tiger Stadium pursuant to the terms of the 2003 Cooperative Endeavor Agreement between the Board of Supervisors and Tiger Athletic Foundation. The improvements will include two maintenance items, the resurfacing of the exterior concrete walls and replacement of existing fencing and exterior lighting. TAF has or will obtain sufficient funds to cover the estimated cost of \$2,000,000 for the design and stadium improvements.

It is requested that the resolution be forwarded to the Board of Supervisors for placement on the December 2011 meeting agenda.

Please let me know if you need additional information.



LOUISIANA STATE UNIVERSITY

CAMPUS CORRESPONDENCE

To: Michael Martin
Chancellor

Date: November 7, 2011

From: Eric N. Monday
Vice Chancellor for
Finance and Administrative Services & CFO

**Subject: Recommendation to Approve Construction of General Stadium
Improvements to Tiger Stadium Pursuant to the 2003 Cooperative
Endeavor Agreement with Tiger Athletic Foundation**

Attached for your review and subsequent transmittal to President Lombardi is a resolution requesting approval of the construction of general improvements to Tiger Stadium pursuant to the terms of the 2003 Cooperative Endeavor Agreement between the Board of Supervisors and Tiger Athletic Foundation. The improvements will include two maintenance items, the resurfacing of the exterior concrete walls and replacement of existing fencing and exterior lighting. TAF has or will obtain sufficient funds to cover the estimated cost of \$2,000,000 for the design and stadium improvements.

I respectfully request, should you concur, that the resolution be forwarded to President Lombardi for placement on the December 2011 Board of Supervisors' meeting agenda.

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

Attachments

4. Description of Competitive Process

Contracts will be negotiated between TAF and contractors following the acceptance of competitive bids and/or receipt of proposals.

5. Review of Legal Documents

Pursuant to the terms of the CEA, LSU will grant to TAF and its contractors right of access and use of LSU property in order to facilitate the construction. Article VI of the CEA includes the same provisions typically seen in a Lease for Construction, including provisions requiring that the following parameters have been met: all construction must be at TAF's expense; Construction Contracts must be approved by the LSU Representative; Contractors must be licensed in Louisiana and provide labor and materials payment bonds for the full amount of the Construction Contract naming TAF and the LSU Board of Supervisors as co-obligees; Contractors must provide specific insurance in certain minimum amounts naming the LSU Board of Supervisors and TAF as additional insureds; and Plans and Specifications must be approved by the LSU Representative prior to commencement of Construction. A complete copy of the CEA is available for reference in the Office of Property and Facilities.

6. Parties of Interest

None.

7. Related Transactions

TAF will enter into written contracts for construction with Louisiana licensed contractors.

8. Conflicts of Interest

None.

ATTACHMENTS:

- Letter from Chancellor Martin

RECOMMENDATION

"NOW, THEREFORE, BE IT RESOLVED that John V. Lombardi, President of the LSU System, or his designee, is hereby authorized by and empowered for and on behalf of and in the name of the LSU Board of Supervisors, to authorize construction of additional General Stadium Improvements to Tiger Stadium in accordance with the terms of that certain Cooperative Endeavor and Lease Agreement dated September 26, 2003, by and between the Tiger Athletic Foundation and the LSU Board of Supervisors; and

BE IT FURTHER RESOLVED that the Board finds an acceptable university purpose for the Tiger Athletic Foundation to enter into any construction contracts pursuant to the Cooperative Endeavor and Lease Agreement which are authorized by President Lombardi or his designee; and

BE IT FURTHER RESOLVED that the Board finds an acceptable university purpose for the Tiger Athletic Foundation to accept any donations which are conditioned on the donated funds being used to construct any portion of the improvements to Tiger Stadium which are the object of the Cooperative Endeavor and Lease Agreement."



**RECOMMENDATION TO CONSENT TO THE LEASE OF PROPERTY
BY LSU TO DELTA CHI FRATERNITY
AND CONSENT TO SALE OF IMPROVEMENTS
FROM ALPHA GAMMA RHO TO DELTA CHI**

To: Members of the Board of Supervisors

Date: December 9, 2011

Pursuant to Article VII, Section 8, D.2(a) of the Bylaws of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, this matter is a "significant board matter."

D.2(a) The assignment, lease, transfer, encumbrance or sale of land, mineral rights, right-of-ways, servitudes or other immovable property owned or controlled by LSU.

1. Summary of the Matter

Alpha Gamma Rho Foundation of Louisiana ("Alpha Gamma Rho") is the owner of a Greek house located at 17 Dalrymple Drive on property owned by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU Board"). The LSU Board originally granted a lease of that premises to Sigma Nu Home Corporation of Baton Rouge ("Sigma Nu") on March 15, 1938 for a term of 99 years. That lease was assigned by Sigma Nu to Betadee House Corporation in 1965 and the house was sold to Betadee House Corporation on December 3, 1965. Betadee House Corporation assigned the lease to Alpha Gamma Rho and sold the house to Alpha Gamma Rho on December 18, 1970. Alpha Gamma Rho now proposes to sell the house to the LSU Chapter of the Delta Chi Fraternity House Corporation and Alumni Board of Trustees (herein "Delta Chi"). The term on the remaining lease is twenty-six years, and Delta Chi has requested that the LSU Board grant to it a thirty (30) year lease on the subject property. It is proposed that the existing lease be cancelled, that LSU grant a new thirty (30) year lease to Delta Chi of the property at 17 Dalrymple Drive, and that Alpha Gamma Rho sell all improvements on the property to Delta Chi as a part of the transaction.

2. Review of Business Plan

Not applicable.

3. Fiscal Impact

None.

4. Description of Competitive Process

Not applicable.

5. Review of Legal Documents

The Lease Agreement and the Act of Cancellation of Lease and Consent to Sale of Property are attached and in order.

6. Parties of Interest

None, other than as stated above.

7. Related Transactions

- (i) Original Lease by LSU Board to Sigma Nu Home Corporation of Baton Rouge dated March 15, 1938 and recorded March 16, 1938.
- (ii) Cash Sale by Sigma Nu Home Corporation of Baton Rouge, Louisiana to Betadee House Corporation of the improvements on the premises at 17 Dalrymple Drive recorded December 13, 1965.
- (iii) Assignment of Lease by Sigma Nu Home Corporation of Baton Rouge, Louisiana to Betadee House Corporation recorded December 13, 1965.
- (iv) Assignment of Lease by Betadee House Corporation to Alpha Gamma Rho Foundation of Louisiana recorded December 18, 1970.
- (v) Sale with Assumption of Mortgage by Betadee House Corporation to Alpha Gamma Rho Foundation of Louisiana of the improvements located on the premises at 17 Dalrymple Drive recorded December 18, 1970.
- (vi) Amendment to Lease by the LSU Board and Alpha Gamma Rho Foundation of Louisiana recorded August 11, 1992.
- (vii) Agreement and Acknowledgement between the LSU Board and Alpha Gamma Rho Foundation of Louisiana recorded February 9, 1996.

2. Conflicts of Interest

None.

ATTACHMENTS

- Letter from Chancellor Martin
- Act of Cancellation of Lease and Consent to Sale of Property*
- Lease Agreement*

**(Due to volume, the supporting documents will be found on the Board of Supervisors website located with the Agenda.)*

RECOMMENDATION

It is recommended that the LSU Board adopt the following resolution.

“NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the “LSU Board”) that it does hereby authorize the President of the LSU System, John V. Lombardi, or his designee, to execute the Lease Agreement on behalf of the LSU Board, of the premises at 17 Dalrymple Drive, to the LSU Chapter of the Delta Chi Fraternity House Corporation and Alumni Board of Trustees and to execute an Act of Cancellation of Lease and Consent to Sale of Property in order to cancel the original 1938 lease, as amended, and to consent to the sale by Alpha Gamma Rho Foundation of Louisiana to the LSU Chapter of the Delta Chi Fraternity House Corporation and Alumni Board of Trustees of the fraternity house, a separate immovable owned by Alpha Gamma Rho Foundation of Louisiana and located on the premises which are the subject of the above Lease, provided that the premises and the separate immovable property shall be operated solely as a fraternity house for Delta Chi; and to execute all documents and agreements necessary to accomplish such approvals and consents, including such terms and conditions as the President deems in the best interest of the LSU Board of Supervisors.”



LOUISIANA STATE UNIVERSITY

Office of the Chancellor

To: John V. Lombardi
President
LSU System

Date: November 8, 2011

From: 
Michael Martin
Chancellor

Subject: Recommendation to Consent to the Lease of Property by LSU to Delta Chi Fraternity and Consent to Sale of Improvements

Attached for your review is a resolution to approve a consent to lease the LSU property, currently leased by Alpha Gamma Rho Foundation of Louisiana, to Delta Chi Fraternity House Corporation for a term of 30 years and to grant the sale of the existing Alpha Gammo Rho Fraternity House to Delta Chi.

It is requested that the resolution and the accompanying documents be forwarded to the Board of Supervisors for placement on their December 2011 meeting agenda.

Please let me know if you need additional information.

Attachments



LOUISIANA STATE UNIVERSITY

CAMPUS CORRESPONDENCE

To: Michael Martin
Chancellor

Date: November 7, 2011

From: Eric N. Monday
Vice Chancellor for
Finance and Administrative Services & CFO

Subject: Recommendation to Consent to the Lease of Property by LSU to Delta Chi Fraternity and Consent to Sale of Improvements

Attached for your review and subsequent transmittal to President Lombardi is a resolution requesting approval of a consent to lease the LSU property, currently leased by Alpha Gamma Rho Foundation of Louisiana, to Delta Chi Fraternity House Corporation for a term of 30 years and to grant the sale of the existing Alpha Gamma Rho Fraternity House to Delta Chi.

I respectfully request, should you concur, that the resolution be forwarded to President Lombardi for placement on the December 2011 Board of Supervisors' meeting agenda.

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

Attachments

**ACT OF CANCELLATION OF LEASE
AND CONSENT TO SALE OF PROPERTY**

BE IT KNOWN that on the dates hereinafter set forth, before the undersigned Notaries Public, duly commissioned and qualified in and for the Parish and State set forth below, and in the presence of the undersigned competent witnesses, personally came and appeared:

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, a public constitutional corporation organized and existing under the Constitution and laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, appearing herein through the duly authorized President of the Louisiana State University System, John V. Lombardi (“LSU”),

ALPHA GAMMA RHO FOUNDATION OF LOUISIANA, a Louisiana not-for-profit corporation with its principal place of business located in the Parish of East Baton Rouge, State of Louisiana, appearing herein through its undersigned duly authorized officer, _____,

and

THE L.S.U. CHAPTER OF THE DELTA CHI FRATERNITY HOUSE CORPORATION AND ALUMNI BOARD OF TRUSTEES, a Louisiana not-for-profit corporation with its principal place of business located in the Parish of East Baton Rouge, State of Louisiana, appearing herein through its duly authorized representative, _____.

WITNESSETH:

WHEREAS, LSU is the owner of a certain lot and parcel of ground (the “Property”) on the Louisiana State University campus in the Parish of East Baton Rouge, State of Louisiana, more particularly described as follows:

A certain tract or parcel of ground, situated in the Parish of East Baton Rouge, State of Louisiana, and being a part of the property comprising the grounds of the new Louisiana State University and Agricultural and Mechanical College, the said parcel of ground being shown on a plat of survey made by John J. Munding,

Registered Civil Engineer, dated February 28, 1938, the said parcel of ground being more particularly described as follows:

Beginning at a point 151.9 feet east from the intersection of the east line of Fraternity Street and the north line of Dalrymple Drive (or Park Boulevard), the said point being the southeast corner of the property leased to the Kappa Sigma Home Building Corporation (more particularly described in Act of Lease executed May 31, 1937), thence proceeding north along the east line of the property leased to the Kappa Sigma Home Building Corporation, for a distance of 150 feet, thence proceeding east at an angle of 90 degrees for a distance of 150 feet, thence proceeding south at an angle of 90 degrees for a distance of 171.5 feet to the north line of Dalrymple Drive, thence proceeding in a westerly direction along the north right-of-way 151.4 feet to the point of beginning. The property herein leased being the lot immediately east of the lot previously leased to the Kappa Sigma Home Building Corporation, being bound on the east by the leased property of the said Kappa Sigma Home Building Corporation, and being bounded on the south by the right-of-way line of Dalrymple Drive.

and

WHEREAS, by Lease (herein "Lease") entered into the 15th day of March, 1938, and recorded on March 16, 1938 in COB 364, folio 223 as Original 73, bundle 1116 of the records of East Baton Rouge Parish, LSU leased the Property to Sigma Nu Home Corporation of Baton Rouge for a term of ninety-nine (99) years commencing March 15, 1938; and

WHEREAS, by act of Cash Sale entered into December 3, 1965 and recorded on December 13, 1965 in COB 1890, folio 355 as Original 84, bundle 6041, Sigma Nu Home Corporation of Baton Rouge, Louisiana sold the buildings and improvements located on the Property to Betadee House Corporation, and Sigma Nu Home Corporation of Baton Rouge, Louisiana assigned its interest in the Lease to Betadee Home Corporation, by an Assignment recorded on December 13, 1965 in COB 1890, folio 357 as Original 85, bundle 6041; and

WHEREAS, by Act of Assignment of Lease entered into on December 18, 1970 and recorded December 18, 1970 in COB 2147, folio 45 as Original 88, bundle 7460, Betadee House Corporation assigned the Lease to Alpha Gamma Rho Foundation of Louisiana, and Betadee

House Corporation sold all of the buildings and improvements located on the Property to Alpha Gamma Rho Foundation of Louisiana by act of Sale with Assumption of Mortgage recorded December 18, 1970 in COB 2147, folio 54 as Original 89, bundle 7460; and

WHEREAS, by act of Amendment to Lease recorded August 11, 1992 as Original 658, bundle 10329, LSU and Alpha Gamma Rho Foundation of Louisiana amended the above referenced Lease; and

WHEREAS, Alpha Gamma Rho Foundation of Louisiana desires to sell the improvements located on the Property to The L.S.U. Chapter Of The Delta Chi Fraternity House Corporation And Alumni Board Of Trustees, and LSU intends to consent to said sale; and

WHEREAS, the parties desire to cancel the original Lease as amended and LSU intends to execute a new lease agreement with The L.S.U. Chapter Of The Delta Chi Fraternity House Corporation And Alumni Board Of Trustees.

NOW THEREFORE, the parties agree as follows:

1. LSU hereby consents and agrees to the sale of all of the constructions, improvements, and separately owned immovables located on the Property by Alpha Gamma Rho Foundation of Louisiana to The LSU Chapter Of The Delta Chi Fraternity House Corporation And Alumni Board Of Trustees.

2. The parties hereto agree that that certain Lease entered into the 15th day of March, 1938, and recorded on March 16, 1938 in COB 364, folio 223 as Original 73, bundle 1116 of the records of East Baton Rouge Parish, as amended, be and it hereby is CANCELLED.

*Signature page for Act of Cancellation of Lease
And Consent To Sale Of Property*

PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

THUS DONE AND SIGNED in Baton Rouge, Louisiana, on this _____ day of _____, 2011, in the presence of me, Notary, and the following competent witnesses, who have signed in the presence of the parties and me, Notary.

WITNESSES:

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

Printed Name: _____

By: _____
Printed Name: John V. Lombardi, President
Louisiana State University System

Printed Name: _____

Notary Public
Printed Name of Notary: _____
Notary No. or La. Bar Roll No.: _____



*Additional signature page for Act of Cancellation
of Lease And Consent To Sale Of Property*

PARISH/COUNTY OF _____
STATE OF _____

THUS DONE AND SIGNED in _____, State of _____,
on this _____ day of _____, 2011, in the presence of me, Notary, and the
following competent witnesses, who have signed in the presence of the parties and me, Notary.

WITNESSES:

**ALPHA GAMMA RHO
FOUNDATION OF LOUISIANA**

Printed Name: _____

By: _____
Printed Name: _____

Printed Name: _____

Notary Public
Printed Name of Notary: _____
Notary No. or La. Bar Roll No.: _____



*Additional signature page for Act of Cancellation
of Lease And Consent To Sale Of Property*

PARISH/COUNTY OF _____
STATE OF _____

THUS DONE AND SIGNED in _____, State of _____,
on this _____ day of _____, 2011, in the presence of me, Notary, and the
following competent witnesses, who have signed in the presence of the parties and me, Notary.

WITNESSES:

**THE L.S.U. CHAPTER OF THE DELTA
CHI FRATERNITY HOUSE
CORPORATION AND ALUMNI
BOARD OF TRUSTEES,**

Printed Name: _____

By: _____
Printed Name: _____

Printed Name: _____

Notary Public
Printed Name of Notary: _____
Notary No. or La. Bar Roll No.: _____

~~~~~

**LEASE AGREEMENT**

BE IT KNOWN that on the dates hereinafter set forth, before the undersigned Notaries Public, duly commissioned and qualified in and for the aforesaid Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared:

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE**, a public constitutional corporation organized and existing under the Constitution and laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, appearing herein through the duly authorized President of the Louisiana State University System, John V. Lombardi (“LSU”),

and

**THE L.S.U. CHAPTER OF THE DELTA CHI FRATERNITY HOUSE CORPORATION AND ALUMNI BOARD OF TRUSTEES**, a Louisiana not-for-profit corporation with its principal place of business located in the Parish of East Baton Rouge, State of Louisiana, appearing herein through its duly authorized representative, \_\_\_\_\_ (“Lessee”).

**WITNESSETH:**

WHEREAS, LSU is the owner of a certain lot and parcel of ground (the “Leased Premises”) on the Louisiana State University campus in the Parish of East Baton Rouge, State of Louisiana, more particularly described as follows:

A certain tract or parcel of ground, situated in the Parish of East Baton Rouge, State of Louisiana, and being a part of the property comprising the grounds of the new Louisiana State University and Agricultural and Mechanical College, the said parcel of ground being shown on a plat of survey made by John J. Munding, Registered Civil Engineer, dated February 28, 1938, the said parcel of ground being more particularly described as follows:

Beginning at a point 151.9 feet east from the intersection of the east line of Fraternity Street and the north line of Dalrymple Drive (or Park Boulevard), the said point being the southeast corner of the property leased to the Kappa Sigma Home Building Corporation (more particularly described in Act of Lease executed May 31, 1937), thence proceeding north along the east line of the property leased to the Kappa Sigma Home Building Corporation, for a distance of 150 feet, thence proceeding east at an angle of 90 degrees for a distance of 150 feet, thence proceeding south at an angle of 90 degrees for a distance of 171.5 feet to the north line of Dalrymple Drive, thence proceeding in a westerly direction along the north right-of-way 151.4 feet to the point of beginning. The property herein leased being the lot immediately east of the lot previously leased to the Kappa Sigma Home Building Corporation, being bound on the east by the leased property of the said Kappa Sigma Home Building Corporation, and being bounded on the south by the right-of-way line of Dalrymple Drive.

WHEREAS, Lessee desires to lease the aforementioned property from LSU for the purpose of operating a student fraternity with associated housing on the Leased Premises; and



WHEREAS, it is beneficial to and furthers the mission of LSU to have a University-approved student fraternity located on the Leased Premises, as it provides for maintenance and upkeep of the property, provides additional housing options for student members, and helps to attract prospective students to LSU.

NOW THEREFORE, the parties hereto agree as follows:

**ARTICLE 1**  
**THE LEASED PREMISES**

In consideration of the covenants, agreements, and conditions herein set forth which Lessee agrees shall be kept and performed, LSU does hereby lease unto Lessee, and Lessee does hereby lease from LSU, the Leased Premises.

**ARTICLE 2**  
**TERM AND TERMINATION**

Unless sooner terminated as herein provided, this Lease shall be and continue in full force and effect for a term of thirty (30) years (the "Term"), commencing on \_\_\_\_\_.

**ARTICLE 3**  
**CONSIDERATION**

In consideration of LSU leasing the Leased Premises to Lessee, Lessee shall pay as rent the annual sum of ten dollars (\$10.00) for the Term of the Lease.

**ARTICLE 4**  
**USE, MAINTENANCE, AND REPAIRS**

Section 4.1. Permitted Uses. Subject to the terms and provisions hereof, Lessee shall use the Leased Premises and the buildings and improvements thereon solely for the housing, dining, and personal living needs of LSU students and for the conduct of appropriate social and organizational activities of the student organization approved by LSU. Lessee's use of the Leased Premises and the buildings and improvements thereon shall comply at all times with all applicable laws, orders, ordinances, zoning ordinances, regulations, and statutes of any federal, state, parish or municipal government now or hereafter in effect, including all environmental laws and regulations, as well as with all applicable LSU Rules and Regulations.

Section 4.2. Prohibited Uses. The possession, use, and/or consumption of any alcoholic beverage in or upon the Leased Premises or the buildings and improvements located thereon must be in compliance with all applicable federal, state or local statutes or rules, regulations, or ordinances, and any other rules or regulations adopted by the University. Controlled substances as defined by any federal, state or local statute or rule, regulation or

ordinance shall not be sold, possessed, or utilized in or upon the Leased Premises or the buildings and improvements thereon. The possession, sale, and/or use in or on the Leased Premises or the buildings and improvements located thereon of any illegal drugs or controlled substances is strictly prohibited. Neither the Leased Premises nor any buildings and improvements located thereon shall be used at any time for the purpose of carrying on any business, profession, or trade of any kind whatsoever.

Section 4.3. Maintenance. At all times, the Leased Premises and the buildings and improvements located thereon shall be maintained in a manner acceptable to the Chancellor of Louisiana State University and the Campus Committee established to monitor the provisions of that certain Presidential Memorandum dated August 25, 1994 (“PM-68”), which may be amended and/or restated from time-to-time and the contents of which are incorporated into the Lease as if copied herein in their entirety and shall be binding on Lessee and any successors in interest.

## **ARTICLE 5** **INSURANCE AND INDEMNITY**

Section 5.1. Insurance. Lessee shall procure and keep in full force and effect public liability and property damage insurance sufficient to protect Lessee, LSU, and LSU’s board members, employees, agents, and attorneys from any and all claims for personal injury, including death, and property damage claims which may arise from the occupancy and use of and activities and operations in/on or about the Leased Premises and/or the buildings and improvements thereon by Lessee, its members, pledges, and invitees. The amount of such liability insurance for bodily injury or death shall not be less than Two Million Dollars (\$2,000,000) per occurrence with a Five Million Dollar (\$5,000,000) aggregate, and the amount of such liability insurance for property damage shall be not less than One Million Dollars (\$1,000,000). The foregoing insurance policy shall be carried with responsible insurance companies authorized to transact business in the State of Louisiana and acceptable to LSU; shall contain the Broad Form Contractual Liability Coverage; shall contain a waiver of right of subrogation against LSU and LSU’s board members, employees, invitees, agents, and attorneys; shall name LSU as an additional insured; shall provide that with respect to the interests of LSU and such policy, the insurance shall not be invalidated by any action or inaction of Lessee, its members, pledges, and/or invitees, and shall be effective regardless of any breach or violation of

Lessee, its members, pledges, and/or invitees of any warranties, declarations, or conditions contained in such policies; that the insurers waive any right to any set-off, counterclaim, or deduction, whether by attachment or otherwise, with respect to any liability of LSU; and that LSU shall be given at least thirty (30) days written notice prior to any modification or termination of the insurance.

Lessee shall also carry property damage insurance on any buildings and improvements located on the Leased Premises in the greater of either the appraised value of all buildings and improvements located thereon or the replacement cost of such buildings and improvements.

All insurance required hereunder shall be occurrence-based coverage. Claims-made policies are not allowed.

Lessee shall be responsible for all deductibles and self-insured retentions, which must be declared to and approved by LSU.

Proof of all required insurance shall be provided to LSU by September 1 of each year.

Notwithstanding any terms and conditions of any mortgage or other agreement between Lessee and another person or entity to the contrary, any insurance proceeds payable for any damage or destruction to any buildings and improvements located on the Leased Premises shall be used to repair or restore such buildings and improvements to the extent reasonably feasible.

Section 5.2. Indemnity. Lessee shall defend, indemnify, save and hold LSU, its board members, employees, agents, and attorneys harmless from any responsibility or liability, including gross negligence, strict liability, negligence, or any other fault whatsoever, sole or concurrent with any other person or entity, for any and all loss or damage to any person or to the property of Lessee or others arising from, incidental to, or related to the Leased Premises and/or the buildings and improvements thereon, the present or future condition or upkeep and maintenance of the Leased Premises or any buildings or improvements thereon, any vice or defect of the Leased Premises or any buildings or improvements thereon, and/or Lessee's occupancy and use of and activities and operations on or about the Leased Premises or any buildings and improvements thereon. Lessee's obligations under this paragraph shall include payment of all reasonable costs, expenses, and fees of legal counsel of LSU's choice.

**ARTICLE 6**  
**TERMINATION**

Section 6.1. Event of Default. The occurrence of any of the following at any time after the commencement of the Term of this Lease shall be an event of default under this Lease, and Lessee thereby waives any putting into default:

- (a) Should Lessee, within fifteen (15) days after notice from LSU that the same is due, fail to make any payments required by this Lease or by any rules and regulations of LSU;
- (b) Should Lessee fail to comply with any of the other terms, provisions, covenants, stipulations or agreements of this Lease and such failure or violation shall have continued for a period of fifteen (15) days after Lessee shall have received notice from LSU to cure such violation or failure; provided however, that such default shall be deemed cured if Lessee in good faith commences performance satisfactory to LSU to cure same within fifteen (15) days after receipt of notice and, thereafter and in LSU's sole discretion and opinion, Lessee continuously and with reasonable diligence proceeds to complete the performance required to cure such default;
- (c) Should Lessee be adjudged a bankrupt or should a receiver be appointed for Lessee or any proceedings be instituted by or against Lessee under any chapter of the Bankruptcy Act or equivalent state law, and such adjudication, order, adjustment, decree or arrangement not be vacated or set aside or appeal taken or otherwise terminated or permanently stayed within sixty (60) days after the date of entry or beginning thereof;
- (d) Should Lessee make an assignment for the benefit of creditors;
- (e) Should Lessee suffer its interest in this Lease or its interest in the buildings and improvements located on the Leased Premises to be taken under writ of execution;
- (f) Should Lessee's charter be revoked by the national organization or should Lessee's right to be on LSU's campus be revoked by LSU as a result of its violations of LSU's Rules and Regulations with respect thereto.

Section 6.2. Additional Remedies. In addition to all other rights contained herein, LSU may secure, demolish and/or remove any constructions, buildings or improvements on or about the Leased Premises, at no expense to LSU, if, in the sole discretion of LSU, the construction/buildings/improvement constitutes an imminent danger to any person, becomes uninhabitable, has been abandoned by Lessee, or constitutes a clear nuisance and has not been used or occupied for a period of more than thirty (30) days, exclusive of LSU holidays. In such event, Lessee shall promptly, upon demand, reimburse LSU for all costs and expenses thereby incurred.

**ARTICLE 7**  
**MISCELLANEOUS**

Section 7.1. Condition of Leased Premises. Lessee acknowledges that it has recently examined and inspected the Leased Premises and the buildings and improvements thereon and

found them to be in good and safe condition, and Lessee accepts same in their current condition, and Lessee has not relied on any inspection or representations by LSU as to the condition of any such buildings and improvements or of the Leased Premises itself.

Section 7.2. Contamination and Pollution. Lessee and its members, pledges, and invitees shall use their best efforts to keep the Leased Premises and any buildings and improvements thereon free from any and all contamination and pollution. Lessee, its members, pledges, and invitees shall not store any hazardous or toxic substance on or about the Leased Premises or any buildings and improvements thereon. Lessee agrees to notify LSU immediately of any and all contamination or pollution discovered on, about, or near the Leased Premises or any buildings and improvements thereon. Lessee shall save and hold LSU harmless and defend and indemnify LSU for any charge or liability resulting from any contamination or pollution present on or about the Leased Premises or in any buildings and improvements thereon if such contamination or pollution was caused in whole or in part by Lessee and/or its members, pledges, and/or an invitees.

Section 7.3. Use of University Name. LSU is the owner of all rights, titles, and interests in and to certain designations comprising designs, trade names, trademarks, and service marks, including, without limitation, the names "Louisiana State University," "LSU Tigers," the abbreviation "LSU," logotypes and seals incorporating one or more of the foregoing names and/or abbreviations, and certain logographics and/or symbols which have come to be associated with Louisiana State University. Lessee agrees it shall make no use of any such designations without the advance written approval of LSU.

Section 7.4. Liens. In the event Lessee makes any constructions, renovations, alterations, or improvements on or about the Leased Premises or on or about any buildings or improvements located thereon, and a laborer's or materialman's lien or claim is filed against the Leased Premises or any part thereof as a result of said constructions, renovations, alterations, or improvements, Lessee shall within twenty (20) days of the recordation of any such claim or lien have such claim or lien cancelled or deposit with the recorder of mortgages of East Baton Rouge Parish, Louisiana, a bond or adequate funds guaranteeing payment of said lien or claim in full.

Section 7.5. Encumbrances. No lease, option, right of first refusal, servitude, mortgage, pledge, security interest, or other burden or encumbrance shall be granted on or affecting the Leased Premises or any buildings and improvements located thereon without the

prior express written consent of LSU. Furthermore, the entirety of any loan proceeds secured by any such approved mortgage or security interest approved by LSU shall be used solely and exclusively for all the renovation and improvement of said property. Notwithstanding any terms and conditions of any mortgage or other agreement, no debt of Lessee shall be secured by mortgage, pledge, or other security interest in this Lease or any other contract or lease rights between Lessee and LSU under any circumstances. LSU shall not be bound by any agreement, contract, term, condition or obligation between Lessee and any other person or entity.

Section 7.6. Assignments. Neither this Lease, the Leased Premises, any buildings or improvement thereon, nor the rights and obligations set forth herein may be assigned, sub-leased, transferred, sold, or otherwise conveyed without the prior written consent of LSU.

Section 7.7. Actions to Enforce. In the event it becomes necessary for LSU to take any action to enforce any of the terms, covenants, conditions or provisions of this Lease, or to recover any of the amounts due hereunder, as rent or otherwise, Lessee shall pay all costs and expenses thereof, including reasonable fees of any attorney engaged by LSU in connection therewith.

Section 7.8. Inconsistent Terms in Other Agreements. Any terms and conditions contained in any mortgage by Lessee in favor of any lender or creditor or other agreement between Lessee and any lender or creditor inconsistent with any term or condition contained herein shall be null and void and have no effects or prejudice on the rights of LSU as set forth herein or established by law.

Section 7.9. No Amendment Except in Writing. This Lease constitutes the entire agreement between the parties hereto and may not be amended, revised, or modified except in writing signed by the parties.

Section 7.10. Choice of Law and Choice of Venue. The Lease shall be construed according to the laws of the State of Louisiana, and venue for any disputes arising under the agreement shall be the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

Section 7.11. Severability. In the event that any provision of this Lease is determined to be in violation of any law, regulation, or ordinance, the parties agree that such clause will be severed from the Lease, which shall be construed to give all other clauses full force and effect.

Section 7.12. Non-Waiver. The waiver by LSU of any breach of any term, covenant, condition or provision herein contained shall not be deemed to be a waiver of such term, covenant, condition or provision with respect to any preceding or subsequent breach of the same or any other term, covenant, condition or provision hereunder. No term, covenant, condition or provision of this Lease shall be deemed to have been waived by LSU unless and except expressly waived in writing by LSU.

*The rest of this page intentionally left blank.*

*Signature page for Lease Agreement between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and The L.S.U. Chapter of the Delta Chi Fraternity House Corporation and Alumni Board of Trustees*

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

THUS DONE AND SIGNED in \_\_\_\_\_, Louisiana, on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, in the presence of me, Notary, and the following competent witnesses, who have signed in the presence of the parties and me, Notary.

**WITNESSES:**

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

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: John V. Lombardi, President  
Louisiana State University System

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Printed Name of Notary: \_\_\_\_\_  
Notary No. or La. Bar Roll No.: \_\_\_\_\_

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

THUS DONE AND SIGNED in \_\_\_\_\_, Louisiana, on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, in the presence of me, Notary, and the following competent witnesses, who have signed in the presence of the parties and me, Notary.

**WITNESSES:**

**THE L.S.U. CHAPTER OF THE DELTA  
CHI FRATERNITY HOUSE  
CORPORATION AND ALUMNI  
BOARD OF TRUSTEES**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Printed Name of Notary: \_\_\_\_\_  
Notary No. or La. Bar Roll No.: \_\_\_\_\_





**RECOMMENDATION TO CONSENT TO THE LEASE OF PROPERTY  
BY LSU TO DELTA CHI FRATERNITY  
AND CONSENT TO SALE OF IMPROVEMENTS  
FROM ALPHA GAMMA RHO TO DELTA CHI**

**To: Members of the Board of Supervisors**

**Date: December 9, 2011**

Pursuant to Article VII, Section 8, D.2(a) of the Bylaws of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, this matter is a "significant board matter."

D.2(a) The assignment, lease, transfer, encumbrance or sale of land, mineral rights, right-of-ways, servitudes or other immovable property owned or controlled by LSU.

**1. Summary of the Matter**

Alpha Gamma Rho Foundation of Louisiana ("Alpha Gamma Rho") is the owner of a Greek house located at 17 Dalrymple Drive on property owned by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU Board"). The LSU Board originally granted a lease of that premises to Sigma Nu Home Corporation of Baton Rouge ("Sigma Nu") on March 15, 1938 for a term of 99 years. That lease was assigned by Sigma Nu to Betadee House Corporation in 1965 and the house was sold to Betadee House Corporation on December 3, 1965. Betadee House Corporation assigned the lease to Alpha Gamma Rho and sold the house to Alpha Gamma Rho on December 18, 1970. Alpha Gamma Rho now proposes to sell the house to the LSU Chapter of the Delta Chi Fraternity House Corporation and Alumni Board of Trustees (herein "Delta Chi"). The term on the remaining lease is twenty-six years, and Delta Chi has requested that the LSU Board grant to it a thirty (30) year lease on the subject property. It is proposed that the existing lease be cancelled, that LSU grant a new thirty (30) year lease to Delta Chi of the property at 17 Dalrymple Drive, and that Alpha Gamma Rho sell all improvements on the property to Delta Chi as a part of the transaction.

**2. Review of Business Plan**

Not applicable.

**3. Fiscal Impact**

None.

**4. Description of Competitive Process**

Not applicable.

**5. Review of Legal Documents**

The Lease Agreement and the Act of Cancellation of Lease and Consent to Sale of Property are attached and in order.

**6. Parties of Interest**

None, other than as stated above.

## 7. Related Transactions

- (i) Original Lease by LSU Board to Sigma Nu Home Corporation of Baton Rouge dated March 15, 1938 and recorded March 16, 1938.
- (ii) Cash Sale by Sigma Nu Home Corporation of Baton Rouge, Louisiana to Betadee House Corporation of the improvements on the premises at 17 Dalrymple Drive recorded December 13, 1965.
- (iii) Assignment of Lease by Sigma Nu Home Corporation of Baton Rouge, Louisiana to Betadee House Corporation recorded December 13, 1965.
- (iv) Assignment of Lease by Betadee House Corporation to Alpha Gamma Rho Foundation of Louisiana recorded December 18, 1970.
- (v) Sale with Assumption of Mortgage by Betadee House Corporation to Alpha Gamma Rho Foundation of Louisiana of the improvements located on the premises at 17 Dalrymple Drive recorded December 18, 1970.
- (vi) Amendment to Lease by the LSU Board and Alpha Gamma Rho Foundation of Louisiana recorded August 11, 1992.
- (vii) Agreement and Acknowledgement between the LSU Board and Alpha Gamma Rho Foundation of Louisiana recorded February 9, 1996.

## 2. Conflicts of Interest

None.

## ATTACHMENTS

- Letter from Chancellor Martin
- Act of Cancellation of Lease and Consent to Sale of Property\*
- Lease Agreement\*

*\*(Due to volume, the supporting documents will be found on the Board of Supervisors website located with the Agenda.)*

## RECOMMENDATION

It is recommended that the LSU Board adopt the following resolution.

**“NOW, THEREFORE, BE IT RESOLVED**, by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the “LSU Board”) that it does hereby authorize the President of the LSU System, John V. Lombardi, or his designee, to execute the Lease Agreement on behalf of the LSU Board, of the premises at 17 Dalrymple Drive, to the LSU Chapter of the Delta Chi Fraternity House Corporation and Alumni Board of Trustees and to execute an Act of Cancellation of Lease and Consent to Sale of Property in order to cancel the original 1938 lease, as amended, and to consent to the sale by Alpha Gamma Rho Foundation of Louisiana to the LSU Chapter of the Delta Chi Fraternity House Corporation and Alumni Board of Trustees of the fraternity house, a separate immovable owned by Alpha Gamma Rho Foundation of Louisiana and located on the premises which are the subject of the above Lease, provided that the premises and the separate immovable property shall be operated solely as a fraternity house for Delta Chi; and to execute all documents and agreements necessary to accomplish such approvals and consents, including such terms and conditions as the President deems in the best interest of the LSU Board of Supervisors.”



**RECOMMENDATION TO CONSENT TO THE ASSIGNMENT AND  
AMENDMENT OF LEASE AND TO SALE OF PROPERTY  
BY DELTA SIGMA PHI ALUMNI, INC. TO  
ALPHA GAMMA RHO FOUNDATION OF LOUISIANA**

**To: Members of the Board of Supervisors**

**Date: December 9, 2011**

Pursuant to Article VII, Section 8, D.2(a) of the Bylaws of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, this matter is a "significant board matter".

D.2(a) The assignment, lease, transfer, encumbrance or sale of land, mineral rights, right-of-ways, servitudes or other immovable property owned or controlled by LSU.

**1. Summary of the Matter**

Delta Sigma Phi Alumni of Baton Rouge, Inc. ("Delta Sigma Phi") is the owner of a Greek house located at 3980 W. Lakeshore Dr., on property owned by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU Board"). The LSU Board originally granted a lease of that premises (more particularly described as Lot 11 of the New Sorority Lots) to Alpha Omicron of Alpha Omicron Pi Association ("Alpha Omicron Pi") on October 28, 1966 for a term of 99 years. That lease was assigned and the house was sold by Alpha Omicron Pi to Delta Sigma Phi by an Act of Cash Sale recorded in January 1998. Delta Sigma Phi now proposes to sell the house to Alpha Gamma Rho Foundation of Louisiana ("Alpha Gamma Rho"), and to assign its interest in the lease from LSU to Alpha Gamma Rho. The sale of the fraternity house by Delta Sigma Phi to Alpha Gamma Rho promotes LSU's desire to have all viable fraternity and sorority houses on campus occupied and properly maintained.

**2. Review of Business Plan**

Not applicable.

**3. Fiscal Impact**

None.

**4. Description of Competitive Process**

Not applicable.

**5. Review of Legal Documents**

Consent to Assignment and Amendment of Lease, and to Sale of Property, is attached and in order.

**6. Parties of Interest**

None, other than as stated above.

**7. Related Transactions**

- (i) The original Lease between LSU and Alpha Omicron Pi dated October 28, 1966.
- (ii) Act of Cash Sale recorded January 14, 1998 from Alpha Omicron Pi to Delta Sigma Phi.
- (iii) Assignment of Lease by Alpha Omicron Pi to Delta Sigma Phi recorded January 14, 1998.
- (iv) Amendment to Lease by the LSU Board and Delta Sigma Phi recorded January 14, 1998.
- (v) Lessor's Consent whereby LSU Board consented to the assignment of the Lease by Alpha Omicron Pi to Delta Sigma Phi recorded January 14, 1998.

## 8. Conflicts of Interest

None.

### ATTACHMENTS

- Letter from Chancellor Martin
- Consent to Assignment and Amendment of Lease and to Sale of Property

### RECOMMENDATION

It is recommended that the LSU Board adopt the following resolution:

**“NOW, THEREFORE, BE IT RESOLVED**, by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the “LSU Board”) that it does hereby authorize the President of the LSU System, John V. Lombardi, or his designee, to approve the assignment by Delta Sigma Phi Alumni of Baton Rouge, Inc. of its lease of Lot No. Eleven (11) of the New Sorority Lots from the LSU Board to Alpha Gamma Rho Foundation of Louisiana and to consent to the sale by Delta Sigma Phi Alumni of Baton Rouge, Inc. to Alpha Gamma Rho Foundation of Louisiana of the fraternity house, a separate immovable owned by Delta Sigma Phi Alumni of Baton Rouge, Inc., located on the premises which are the subject to the above Lease, with the premises and the separate immovable property to be operated solely as a fraternity house for Alpha Gamma Rho fraternity, and to execute all documents and agreements necessary to accomplish such approvals and consents, including such terms and conditions as the President deems in the best interest of the LSU Board of Supervisors .”



LOUISIANA STATE UNIVERSITY

Office of the Chancellor

To: John V. Lombardi  
President  
LSU System

Date: November 8, 2011

From:   
Michael Martin  
Chancellor

**Subject: Recommendation to Consent to the Assignment and Amendment of Lease and to Sale of Property by Delta Sigma Phi Alumni, Inc. to Alpha Gamma Rho Foundation of Louisiana**

Attached for your review is a resolution to approve a consent to lease the LSU property, currently leased by Delta Sigma Phi Alumni of Baton Rouge, Inc., to Alpha Gamma Rho Foundation of Louisiana and to grant the sale of the existing Delta Sigma Phi House to Alpha Gamma Rho.

It is requested that the resolution and the accompanying documents be forwarded to the Board of Supervisors for placement on their December 2011 meeting agenda.

Please let me know if you need additional information.

Attachments



LOUISIANA STATE UNIVERSITY

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## CAMPUS CORRESPONDENCE

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**To:** Michael Martin  
Chancellor

**Date:** November 7, 2011

**From:** Eric N. Monday  
Vice Chancellor for  
Finance and Administrative Services & CFO

**Subject:** Recommendation to Consent to the Assignment and Amendment of Lease and to Sale of Property by Delta Sigma Phi Alumni, Inc. to Alpha Gamma Rho Foundation of Louisiana

Attached for your review and subsequent transmittal to President Lombardi is a resolution requesting approval of a consent to lease the LSU property, currently leased by Delta Sigma Phi Alumni of Baton Rouge, Inc., to Alpha Gamma Rho Foundation of Louisiana and to grant the sale of the existing Delta Sigma Phi House to Alpha Gamma Rho.

I respectfully request, should you concur, that the resolution be forwarded to President Lombardi for placement on the December 2011 Board of Supervisors' meeting agenda.

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

Attachments

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

**CONSENT TO ASSIGNMENT AND AMENDMENT  
OF LEASE, AND TO SALE OF PROPERTY**

BE IT KNOWN that on the dates hereinafter set forth, before the undersigned Notaries Public, duly commissioned and qualified in and for the Parish and State as set forth below, and in the presence of the undersigned competent witnesses, personally came and appeared:

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE**, a public constitutional corporation organized and existing under the Constitution and laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, appearing herein through the duly authorized President of the Louisiana University System, John V. Lombardi (“LSU”),

**DELTA SIGMA PHI ALUMNI OF BATON ROUGE, INC.**, a Louisiana not-for-profit corporation with its principal place of business located in the Parish of East Baton Rouge, State of Louisiana, appearing herein through its duly authorized representative, \_\_\_\_\_ (“Assignor”);

and

**ALPHA GAMMA RHO FOUNDATION OF LOUISIANA**, a Louisiana not-for-profit corporation With its principal place of business located in the Parish of East Baton Rouge, State of Louisiana, appearing herein through its undersigned duly authorized officer, \_\_\_\_\_ (“Lessee” or “”).

**WITNESSETH:**

WHEREAS, LSU is the owner of a certain lot and parcel of ground (the “Leased Premises”) on the Louisiana State University campus in the Parish of East Baton Rouge, State of Louisiana, more particularly described as follows:

A certain lot or parcel of ground comprising a portion of the Louisiana State University Campus, Parish of East Baton Rouge, State of Louisiana, together with all improvements thereon and all rights, ways, privileges, and servitudes thereunto belonging to or in anywise appertaining, and being more particularly described as Lot No. Eleven (11) of the New Sorority Lots as shown on that map of survey made by C. Carter Brown, dated June 25, 1964, and revised October 7, 1964, entitled “Louisiana State University Subdivision of Sorority Area.”

WHEREAS, by Agreement and Act of Lease dated October 28, 1966, recorded in COB 1939, folio 701 as Original 17, bundle 6308, on November 17, 1966 (the “Lease”), LSU granted to Alpha Omicron of Alpha Omicron Pi Association a lease for a term of ninety-nine (99) years on the Leased Premises subject to the terms and conditions set forth in said Agreement and Act of Lease; and

WHEREAS, by Act of Cash Sale recorded January 14, 1998, as Original 103, bundle 10855, Alpha Omicron of Alpha Omicron Pi Association sold to Delta Sigma Phi Alumni of Baton Rouge, Inc. all of its leasehold interest in the Leased Premises and all improvements located thereon, including but not limited to the sorority/fraternity house and the contents thereof with municipal address 3980 West Lakeshore Drive, Baton Rouge, Louisiana (the “Greek House”); and

WHEREAS, by Assignment of Lease recorded January 14, 1998, as Original 106, bundle 10855, Alpha Omicron of Alpha Omicron Pi Association assigned to Delta Sigma Phi Alumni of Baton Rouge, Inc. all of its interest in the above described Lease; and

WHEREAS, a Lessor’s Consent whereby LSU consented to the Assignment of the Lease by Alpha Omicron of Alpha Omicron Pi Associates to Delta Sigma Phi Alumni of Baton Rouge, Inc., was recorded January 14, 1998, as Original 117, bundle 10855; and

WHEREAS, by Amendment to Lease recorded January 14, 1998, as Original 108, bundle 10855, and executed by LSU on August 28, 1997, LSU and Delta Sigma Phi Alumni of Baton Rouge, Inc. amended the original Lease; and

WHEREAS, Delta Sigma Phi Alumni of Baton Rouge, Inc., desires to sell to Alpha Gamma Rho Foundation of Louisiana the improvements located on the Leased Premises, including but not limited to the Greek House, and Delta Sigma Phi Alumni of Baton Rouge, Inc., further desires to assign its interest in the Lease as amended to Alpha Gamma Rho Foundation of Louisiana.

NOW THEREFORE, LSU hereby consents to the following:

- The sale by Assignor to Lessee of the separately owned immovable property located on the Leased Premises, including the Greek House, and
- The assignment by Assignor of its interest in the Lease, as previously amended and amended herein below, to Lessee.

FURTHERMORE, Lessee does hereby accept the assignment of and assume all obligations and responsibilities owed by Assignor under the amended Lease, and Lessee does hereby substitute itself without reservation for Assignor as a part to the amended Lease.

FURTHERMORE, in consideration for LSU’s consent given above, LSU, Assignor, and Lessee have agreed to further amend the Lease to include the following terms and conditions in addition to those already contained in the amended Lease:



1. At all times the Leased Premises and the immovable property located thereon shall be maintained in a manner acceptable to the Chancellor of Louisiana State University and the Campus Committee established to monitor the provisions of that certain Presidential Memorandum dated August 25, 1994 (“PM-68”), which may be amended and/or restated from time-to-time and which is incorporated into the Lease and shall be binding on Lessee and any successors in interest.

2. In the event Lessee makes any constructions, renovations, alterations, or improvements on or about the Leased Premises or on or about any buildings or improvements located thereon, and a laborer’s or materialman’s lien or claim is filed against the Leased Premises or any part thereof as a result of said constructions, renovations, alterations, or improvements, Lessee shall within twenty (20) days of the recordation of any such claim or lien have such claim or lien cancelled or deposit with the recorder of mortgages of East Baton Rouge Parish, Louisiana, a bond or adequate funds guaranteeing payment of said lien or claim in full.

3. Lessee acknowledges that it has recently examined and inspected the Leased Premises and found them in good and safe condition. Lessee shall defend, indemnify, save and hold LSU, its board members, employees, agents, and attorneys harmless from any responsibility or liability, including gross negligence, strict liability, negligence, or any other fault whatsoever, sole or concurrent with any other person or entity, for any and all loss or damage to any person or to the property of Lessee or others arising from, incidental to, or related to the Leased Premises, the present or future condition or upkeep and maintenance of the Leased Premises or any construction thereon, any vice or defect of the Leased Premises or any constructions or improvements thereon, and/or Lessee’s occupancy and use of and activities and operations on or about the Leased Premises. Lessee’s obligations under this paragraph shall include payment of all reasonable costs, expenses, and fees of legal counsel of LSU’s choice.

4. LSU or its designee may secure, demolish and/or remove any constructions on or about the Leased Premises, including but not limited to the Greek House, at no expense to LSU, if, in the sole discretion of LSU, the construction:

- constitutes an imminent danger to any person; or
- becomes uninhabitable; or
- has been abandoned by Lessee; or
- constitutes a clear nuisance and has not been used or occupied for a period of more than thirty (30) days, exclusive of LSU holidays.

Lessee shall promptly, upon demand, reimburse LSU for all related costs and expenses.

5. No lease, option, right of first refusal, servitude, mortgage, pledge, security interest, or other burden or encumbrance shall be granted on or affecting the Leased Premises or any improvements located thereon, owned by LSU, Lessee or otherwise, without the prior written consent of LSU. Furthermore, the entirety of any loan proceeds secured by any such approved mortgage or security interest approved by LSU shall be used solely and exclusively for the renovation and improvement of said property. Notwithstanding any terms and conditions of any mortgage or other agreement, no debt of Lessee shall be secured by mortgage, pledge, or other security interest in any contract or lease rights between Lessee and LSU, under any circumstances. LSU shall not be bound by any agreement, contract, term, condition or obligation between Lessee and any sub-lessee.

6. Any terms and conditions contained in any mortgage by Lessee in favor of any lender or creditor or other agreement between Lessee and any lender or creditor inconsistent with any term or condition contained herein shall be null and void and have no effects or prejudice on the rights of LSU as set forth herein or established by law.

7. Subject to the terms and provisions hereof, Lessee shall use the Leased Premises and the buildings and improvements thereon solely for the housing, dining, and personal living needs of LSU students and appropriate social and organizational activities of the student organization approved by LSU. Lessee's use of the Property shall comply at all times with all applicable laws, orders, ordinances, zoning ordinances, regulations, and statutes of any federal, state, parish or municipal government now or hereafter in effect, including all environmental laws and regulations, as well as with all applicable LSU Rules and Regulations.

8. The possession, use, and/or consumption of any alcoholic beverage in or upon the Leased Premises or the improvements located thereon must be in compliance with all applicable federal, state or local statutes or rules, regulations, or ordinances, and any other rules or regulations adopted by the University. Controlled substances as defined by any federal, state or local statute or rule, regulation or ordinance shall not be sold, possessed, or utilized in or upon the Leased Premises. The possession, sale, and/or use on the Leased Premises or in the improvements located thereon of any illegal drugs or controlled substances is strictly prohibited. Neither the Leased Premises nor any improvements located thereon shall be used at any time for the purpose of carrying on any business, profession, or trade of any kind whatsoever.

9. Lessee shall procure and keep in full force and effect public liability and property damage insurance sufficient to protect Lessee, LSU, and LSU's board members, employees, agents, and attorneys from any and all claims for personal injury, including death, and property damage claims which may arise from the occupancy and use of and activities and operations on or about the Leased Premises by Lessee, its members, and invitees. The amount of such liability insurance for bodily injury or death shall not be less than Two Million Dollars (\$2,000,000) per occurrence with a Five Million Dollar (\$5,000,000) aggregate, and the amount of such liability insurance for property damage shall be not less than One Million Dollars (\$1,000,000). The foregoing insurance policy shall be carried with responsible insurance companies authorized to transact business in the State of Louisiana and acceptable to LSU; shall contain the Broad Form Contractual Liability Coverage; shall contain a waiver of right of subrogation against LSU and LSU's board members, employees, invitees, agents, and attorneys; shall name LSU as an additional insured; shall provide that with respect to the interests of LSU and such policy, the insurance shall not be invalidated by any action or inaction of Lessee and shall be effective regardless of any breach or violation of Lessee of any warranties, declarations, or conditions contained in such policies; that the insurers waive any right to any set-off, counterclaim, or deduction, whether by attachment or otherwise, with respect to any liability of LSU; and that LSU shall be given at least thirty (30) days written notice prior to any modification or termination of the insurance.

Lessee shall also carry property damage insurance on any improvements located on the Leased Premises in the greater of either the appraised value of the improvements or the replacement cost of the improvements.

All insurance required hereunder shall be occurrence-based coverage. Claims-made policies are not allowed.

Lessee shall be responsible for all deductibles and self-insured retentions, which must be declared to and approved by LSU.

Proof of all required insurance shall be provided to LSU by September of each year.

Notwithstanding any terms and conditions of any mortgage or other agreement between Lessee and another person or entity to the contrary, any insurance proceeds payable for any damage or destruction to the improvements, shall be used to repair or restore the improvements to the extent reasonably feasible. Any mortgagee having a mortgage upon the improvements at

the time of the damage or destruction shall have the right to require that the insurance proceeds be escrowed with it and disbursed in periodic payments to the persons performing the restoration work as such work progresses.

10. LSU is the owner of all rights, titles, and interests in and to certain designations comprising designs, trade names, trademarks, and service marks, including, without limitation, the names "Louisiana State University," "LSU Tigers," the abbreviation "LSU," logotypes and seals incorporating one or more of the foregoing names and/or abbreviations, and certain logographics and/or symbols which have come to be associated with Louisiana state University. Lessee agrees it shall make no use of any such designations without the advance written approval of LSU.

11. The Lease, as amended herein and by the Amendment to Lease recorded January 14, 1998, as Original 108, bundle 10855, and executed by LSU on August 28, 1997, constitutes the entire agreement between the parties hereto and supersedes any prior agreements relative to the Leased Premises. To the extent any condition of this Lease, as amended herein, conflicts with the terms of the original Lease, the terms and conditions of the Lease, as amended herein, shall control. This Lease, as amended, can only be modified in writing signed by the parties hereto.

12. In the event that any clause of the Lease, as amended, is determined to be in violation of any law, regulation, or ordinance, the Parties agree that such clause will be severed from the Lease, as amended, and the Lease, as amended, and the Lease, as amended, shall be construed to give all other clauses full force and effect.

13. The Lease as amended shall be construed according to the laws of the State of Louisiana, and venue for any disputes arising under the agreement shall be the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

14. Lessee shall maintain general liability insurance, in a form and with coverage limits acceptable to LSU and naming LSU as an additional insured.

15. This Lease, as amended, shall not operate to extend the term of the original Lease.

*Signature page for Consent to Assignment  
and Amendment of Lease, and to Sale of Property*

PARISH OF EAST BATON ROUGE  
STATE OF LOUISIANA

THUS DONE AND SIGNED in Baton Rouge, Louisiana, on this \_\_\_\_ day of \_\_\_\_\_, 2011, in the presence of me, Notary, and the following competent witnesses, who have signed in the presence of the parties and me, Notary.

**WITNESSES:**

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

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: John V. Lombardi, President

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Printed Name of Notary: \_\_\_\_\_  
Notary No. or La. Bar Roll No.: \_\_\_\_\_



PARISH / COUNTY OF \_\_\_\_\_  
STATE OF \_\_\_\_\_

THUS DONE AND SIGNED in \_\_\_\_\_, State of \_\_\_\_\_,  
on this \_\_\_\_ day of \_\_\_\_\_, 2011, in the presence of me, Notary, and the  
following competent witnesses, who have signed in the presence of the parties and me, Notary.

**WITNESSES:**

**DELTA SIGMA PHI ALUMNI  
OF BATON ROUGE, INC.**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Printed Name of Notary: \_\_\_\_\_  
Notary No. or La. Bar Roll No.: \_\_\_\_\_

*Additional signature page for Consent to Assignment  
and Amendment of Lease, and to Sale of Property*

PARISH / COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_

THUS DONE AND SIGNED in \_\_\_\_\_, State of \_\_\_\_\_,  
on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, in the presence of me, Notary, and the  
following competent witnesses, who have signed in the presence of the parties and me, Notary.

**WITNESSES:**

**ALPHA GAMMA RHO  
FOUNDATION OF LOUISIANA**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Printed Name of Notary: \_\_\_\_\_  
Notary No. or La. Bar Roll No.: \_\_\_\_\_



**RECOMMENDATION TO ENTER INTO  
SERVITUDE AGREEMENT WITH  
BATON ROUGE WATER WORKS  
FOR WATER MAIN AT  
LOUISIANA STATE UNIVERSITY'S SOUTH CAMPUS**

**To: Members of the Board of Supervisors**

**Date: December 9, 2011**

Pursuant to Article VII, Section 8, D.2(a) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.2(a) The assignment, lease, transfer, encumbrance or sale of land, mineral rights, rights-of-way, servitudes or other immovable property owned or controlled by LSU.

**1. Summary of the Matter**

The proposed Servitude Agreement with the Baton Rouge Water Works Company (BRWW) would grant servitude to BRWW for a water main to be routed through LSU property.

The intent of the project is to install a 20" water main that will link water systems (mains and water towers) located south of Gardere Lane to systems North on Ben Hur.

LSU will realize benefit from the installation of the line in the ability to have improved access to a reliable water supply for the development and use of the adjacent property as planned in the LSU South Campus Master Plan.

**2. Review of Business Plan**

Not applicable.

**3. Fiscal Impact**

The estimated value of the land being offered in the proposed servitude (10' X 100') is small compared to the infrastructure improvements that would be required to supply a reliable water supply to any development along that corridor. The proposed 10 foot wide servitude is adjacent to an existing 30 foot wide servitude for Exxon Mobil Pipeline Company.

**4. Description of Competitive Process**

Not applicable.

**5. Review of Legal Documents**

Servitude Agreement is attached and in order.

**6. Parties of Interest**

- LSU Board of Supervisors
- The Baton Rouge Water Works Company

**7. Related Transactions**

None.

## 8. Conflicts of Interest

None.

### ATTACHMENTS:

- Letter from Chancellor Martin
- Servitude Agreement

### RECOMMENDATION

It is recommended that the LSU Board of Supervisors adopt the following resolution:

**"NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that John V. Lombardi, President of the LSU System, or his designee, is authorized on behalf of and in the name of the Board of Supervisors to approve a Servitude Agreement with the Baton Rouge Water Works Company (BRWW) conveying servitude to BRWW for a water main to be routed through LSU's South Campus property along Nicholson Drive.

**BE IT FURTHER RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize John V. Lombardi, President of the Louisiana State University System or his designee, to execute all such approvals and additional documents as are necessary and proper to implement the purposes and provisions of the Servitude Agreement."





Office of the Chancellor

To: John V. Lombardi  
President  
LSU System

Date: November 8, 2011

From:   
Mike Martin  
Chancellor

**Subject: Servitude Agreement with Baton Rouge Water Works for Water Main Routed through LSU**

Attached for your review are documents supporting a request to enter into a Servitude Agreement with Baton Rouge Water Works Company (BRWW). The servitude will grant BRWW the ability to run a water main through property owned by LSU. The route for the water main is parallel to Nicholson Drive between GSRI Road and Gardere Lane (Exhibit A).

LSU will realize benefit from the installation of the line in the ability to develop and use the adjacent property as planned in the LSU South Campus Master Plan.

It is requested that the attached be forwarded to the Board of Supervisors for placement on the agenda for the December 2011 Board of Supervisors meeting.

Attachments



LOUISIANA STATE UNIVERSITY

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## CAMPUS CORRESPONDENCE

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**To:** Mike Martin  
Chancellor

**Date:** November 7, 2011

**From:** Eric N. Monday  
Vice Chancellor for Finance & Administrative  
Services & CFO

**Subject:** Servitude Agreement with Baton Rouge Water Works for Water Main Routed through LSU

I am submitting for your review and subsequent transmittal to President Lombardi a request to enter into a Servitude Agreement with Baton Rouge Water Works Company (BRWW). The servitude will grant BRWW the ability to run a water main through property owned by LSU. The route for the water main is parallel to Nicholson Drive between GSRI Road and Gardere Lane (Exhibit A).

LSU will realize benefit from the installation of the line in the ability to develop and use the adjacent property as planned in the LSU South Campus Master Plan.

Should you concur, please forward the request to President Lombardi for placement on the agenda for the December 2011 Board of Supervisors meeting.

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

Attachments

# SERVITUDE AGREEMENT

State of Louisiana  
Parish of East Baton Rouge

THIS grant made the \_\_\_\_\_ day of \_\_\_\_\_, 20 11

By BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE a body politic, organized and existing under the Constitution and statutes of the State of Louisiana, herein represented by John V. Lombardi President of Louisiana State University System, Duly Authorized GRANTOR (whether one or more) to THE BATON ROUGE WATER WORKS COMPANY, a Louisiana corporation domiciled in the City of Baton Rouge, Louisiana, GRANTEE.

WITNESSETH: For a valuable consideration hereby acknowledged and upon the terms and provision hereinafter expressed, the Grantor hereby grants and establishes in favor of Grantee, its successor and assigns, a servitude to enter upon, lay, run and maintain pipes, mains and connections for the transportation of water on and across the following described property situated in the Parish of East Baton Rouge, State of Louisiana, to wit:

A certain tract or certain parcel of ground located in Sections 77 and 78, Township 8 South, Range 2 East, Parish of East Baton Rouge, State of Louisiana, and being more particularly shown as "Tract X-1" on a map or plan of survey entitled "Map Showing The Survey of The subdivision of Tract C of Chatsworth Plantation Located in Sections 40, 43, 77 & 78, T-8-S, R-1-E, Greensburg Land District East Baton Rouge Parish, Louisiana into Tracts C-1, C-2, C-3, C-4 & C-5" dated October 18, 2007 a copy of which is on file and of record on the office of the clerk and recorder for East Baton Rouge Parish, Louisiana as Original 670 Bundle 12019.

All as more particularly shown on the sketch below and also including the right to locate such facilities within the adjacent road right of way for the purpose of crossing such right of way, or as may be necessitated by physical conditions. Grantee shall have the right at all times to enter upon said premises, for the purpose of installing, inspecting, repairing, removing or changing said pipes, mains and connections and for such other purposes as may be necessary for the full use of the rights herein granted. Grantee will make its installations at a depth that will not interfere with the ordinary surface use of said premises; and Grantee will, at its expense, refill its excavations, regrade and place the property as nearly as practicable in its original condition. All of the stipulations herein contained shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed these presents as of the day, month and year first above written, in the presence of the undersigned competent witnesses.

WITNESSES AS TO GRANTOR:

\_\_\_\_\_  
By: \_\_\_\_\_ John V. Lombardi  
Grantor: \_\_\_\_\_

WITNESSES AS TO GRANTEE:

\_\_\_\_\_  
THE BATON ROUGE WATER WORKS COMPANY

\_\_\_\_\_  
By: \_\_\_\_\_  
Grantee: HAYS D. OWEN  
Sr. Vice President and Chief Administrative Officer

SKETCH

See exhibit A attached

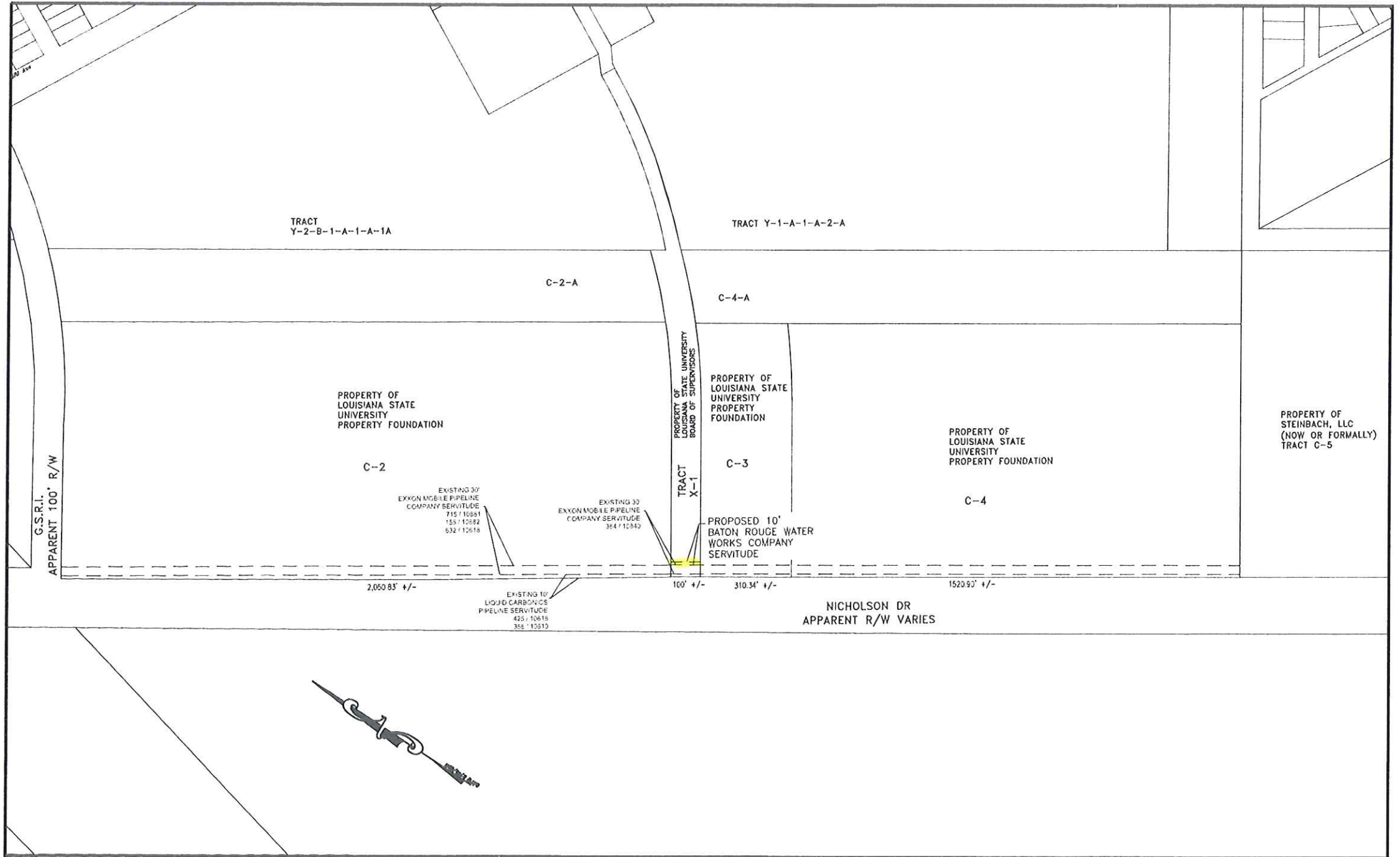
STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, on this day, personally came and appeared \_\_\_\_\_, who being sworn, acknowledged that HE executes the above and forgoing servitude agreement as a subscribing witness and that it was executed by John V. Lombardi as their own true and voluntary act in his presence and in the presence of the other subscribing witness.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

EXHIBIT "A"





**RECOMMENDATION TO APPROVE A  
RIGHT OF WAY INSTRUMENT  
WITH ENTERGY LOUISIANA, LLC  
AT LEE MEMORIAL FOREST  
IN SHERIDAN, LOUISIANA**

**To: Members of the Board of Supervisors**

**Date: December 9, 2011**

Pursuant to Article VII, Section 8, D.2(a) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.2(a) The assignment, lease, transfer, encumbrance or sale of land, mineral rights, rights-of-way, servitudes, or other immovable property owned or controlled by LSU.

**1. Summary of the Matter**

Entergy Louisiana, LLC has identified the need to acquire additional property along the Hwy. 10 Right-of-Way where it intersects Lee Memorial Forest to allow for relocating power lines associated with reconstruction of an existing bridge by DOTD that the LSU Board approved on July 15, 2011.

**2. Review of Business Plan**

Not Applicable

**3. Fiscal Impact:**

None

**4. Description Competitive Process**

Not applicable

**5. Review of Legal Documents**

Right of Way Instrument is attached and in order.

**6. Parties of Interest**

- LSU Board of Supervisors
- Entergy Louisiana, LLC

**7. Related Transactions**

None

**8. Conflicts of Interest**

None

**ATTACHMENTS:**

- Letter from Chancellor Richardson
- Right-of-way Instrument
- Map

## RECOMMENDATION

**"NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University Agricultural and Mechanical College does hereby authorize John V. Lombardi, President of the Louisiana State University System, or his designee, to enter into and execute a Right of Way Instrument granting Entergy Louisiana, LLC, a servitude of right of way, fifteen (15') in width at Lee Memorial Forest in Section 39, Township 2 South, Range 12 East, Parish of Washington, State of Louisiana, for the location, construction, reconstruction, improvements, repairs, operation, inspection, patrol, replacement and maintenance of overhead and underground electric power and communication facilities, or removal thereof, now or in the future.

**BE IT FURTHER RESOLVED** that said John V. Lombardi, President, or his designee, is duly authorized by and empowered for and on behalf of and in the name of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College to include in said Right of Way Instrument such terms and conditions that he may deem in the best interest of the Board of Supervisors.

**BE IT FURTHER RESOLVED** that any and all lawful acts done and performed by John V. Lombardi, President of the Louisiana State University System, or his designee, on behalf of the Board of Supervisors in consideration of the authority hereby granted be, and at the same are hereby ratified."



**RECOMMENDATION TO ACCEPT A  
TRANSFER OF LAND AND IMPROVEMENTS ON A  
VACANT DEPARTMENT OF HEALTH AND HOSPITALS  
COMMUNITY MENTAL HEALTH SITE IN ALEXANDRIA  
FOR THE BENEFIT OF  
LOUISIANA STATE UNIVERSITY ALEXANDRIA**

**To: Members of the Board of Supervisors**

**Date: December 9, 2011**

Pursuant to Article VII, Section 8, D.2(a) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.2(a) The assignment, lease, transfer, encumbrance or sale of land, mineral rights, rights of way, servitudes, or other immovable property owned or controlled by LSU.

**1. Summary of the Matter**

The State of Louisiana has offered the LSU System surplus State property, in downtown Alexandria, at no cost to the LSU System. This property is located directly adjacent to the LSUA Health Education Center in downtown Alexandria. Louisiana State University at Alexandria is requesting that this State of Louisiana surplus property, located at 830 DeSoto Street in Alexandria, Louisiana, be transferred to the Louisiana State University System.

The subject DeSoto Street property is a 9,669 square foot brick building located on lots 3 and 4 and part of lot 2, block 62. This is a 0.57-acre site, near the intersection of 9th and DeSoto Streets in Alexandria, Louisiana. It is a vacant Department of Health and Hospitals Community Mental Health site. An asbestos report identifies asbestos containing material in ceiling tile, floor tile and mastic. These materials will need to be abated before renovations or demolition occur. Some floor tile is friable and will need to be addressed before occupancy.

A number of years ago LSUA requested funding from the LSU system and established an Allied Health Education Center within the 9,100 square foot Rapides Regional Medical Center building at 807 Jackson Street. LSUA's Allied Health Education Center, at 807 Jackson, occupies the building directly adjacent to the State of Louisiana's DeSoto Street property on this block.

Long-term, the LSUA Allied Health Education Center is in need of the DeSoto Street property to consolidate and grow its operations and its student base. As part of future planning, obtaining this property, removing the existing structures, and expanding our Allied Health Center is a key to enhancing the development of, and spurring enrollment growth in, LSUA's Allied Health area and the students it serves.

The future development of the LSUA Allied Health program underscores the need to obtain this state property to enhance the operation of the LSUA Allied Health Education Building within downtown Alexandria. The expansion of health care in central Louisiana needs employees that have been trained by LSUA's Allied Health Department. Expertise is needed in a variety of health care support related areas. The growth of health care in central Louisiana has increased the need for graduates in all Allied Health subjects. The continued and growing need is to prepare qualified graduates in a variety of health care related fields.

**2. Review of Business Plan**

Total additional staff: None - Existing LSUA faculty and staff will be used to support the Allied Health Education site.

Additional utility/operating expenses: Approximately \$22,000/year

Total one-time expense: One-time legal expenses of approximately \$12,000.

**3. Fiscal Impact**

Approximately \$22,000/year in utility/operating expenses plus one time legal expenses of \$12,000.

**4. Description of Competitive Process**

Not applicable.

**5. Review of Legal Documents**

State Land Office Act of Transfer to be submitted.

**6. Parties of Interest**

- Louisiana State University Alexandria
- Department of Health and Hospitals
- State of Louisiana

**7. Related Transactions**

None

**8. Conflicts of Interest**

None

**ATTACHMENTS:**

- Letter from Chancellor Manuel

**RECOMMENDATION**

It is recommended that the LSU Board of Supervisors adopt the following resolution:

**"NOW, THEREFORE BE IT RESOLVED** by the Board of Supervisors of Louisianan State University and Agricultural and Mechanical College that John V. Lombardi, President of the Louisiana State University System, or his designee, is authorized on behalf of and in the name of the Board of Supervisors to accept transfer of land and improvements of a vacant Department of Health and Hospitals Community Mental Health site in Alexandria, for the benefit of Louisiana State University Alexandria and to execute any acts of transfer or any other agreements necessary to effect and record such reallocation of land and improvements.

**BE IT FURTHER RESOLVED** that John V. Lombardi, President of the LSU System, or his designee, is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel, to include in said transfer any terms and conditions that he may deem in the best interest of the Board of Supervisors."





**RECOMMENDATION TO APPROVE  
ACT OF DONATION AND ACCEPTANCE OF PROPERTY  
OF LBP DEVELOPMENT, L.L.C.  
IN BATON ROUGE, LOUISIANA**

**To: Members of the Board of Supervisors**

**Date: December 9, 2011**

Pursuant to Article VII, Section 8, D.2(g) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.2(g) Acceptance of donations to an entity of the LSU System made by a non-governmental person or entity of: (i) any immovable property or (ii) movable property in an amount greater than \$125,000.

**1. Summary of the Matter**

LBP Development, L.L.C. ("DONOR") wishes to donate approximately 26.91 acres of land in East Baton Rouge Parish, Louisiana, more particularly described on Exhibit A attached hereto (the "Property"), to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU"). The Property was appraised in November of 2011 for \$650,000.00. There were no recognized environmental conditions reported in the limited Phase I Environmental Report. DONOR has no objection to any future transfer of the Property for any reason whatsoever by LSU to any other person or entity, including, but not limited to, a foundation affiliated with LSU. The Property is bature land. Currently, Taylor Porter is conducting a limited title review to determine the marketability of the title to the Property.

Additionally, DONOR has expressed its willingness to donate all of its mineral rights that it may have in the Property to LSU. However, DONOR has previously stated that it does not know what, if any, mineral rights it holds in the Property. As drafted, the Act of Donation, while not mentioning any transfer of mineral rights, does, in fact, transfer any and all mineral rights that DONOR may have in the Property to LSU. Under Louisiana law, mineral rights are transferred with an immovable, unless expressly reserved to the transferor in the act of transfer. Any limited title opinion given by Taylor Porter will not opine on the mineral rights transferred by DONOR to LSU.

**2. Review of Business Plan**

Not applicable.

**3. Fiscal Impact**

No fiscal impact is anticipated.

**4. Description of Competitive Process**

Not applicable.

**5. Review of Legal Documents**

The Act of Donation and a description of the Property are attached hereto.

**6. Parties of Interest**

None.

**7. Related Transactions**

None.

## 8. Conflicts of Interest

None.

### ATTACHMENTS

- A draft of the Act of Donation to LSU and Acceptance
- Summary page of the appraisal by Cook Moore & Associates
- Summary of environmental assessment report by Engineering Associates, Inc.

### RECOMMENDATION

It is recommended that the LSU Board of Supervisors adopt the following resolution:

**“NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that John V. Lombardi, President of the Louisiana State University System, or his designee, be and he is hereby authorized to enter into an agreement, by and on behalf of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, with LBP Development, L.L.C. to accept the donation of a parcel of land described as:

One (1) certain tract of land depicted on a Map Showing Survey of a Portion of Myrtle Grove (aka Rosalba) and Lots 8, 9, and 10 of a Portion of Arlington Plantation, Located in Sections 61 and 62, T-7-S, R-1-W, Greensburg Land District, East Baton Rouge Parish, Louisiana, for Jazz Enterprises, Inc. by Darvin W. Ferguson, P.L.S., dated April 15, 1994 (the “Survey”), which Survey was attached and paraphrased for identification with a Sale with Mortgage recorded in East Baton Rouge Parish, Louisiana, on June 28, 1994 at Original 227, Bundle 10521, which tract is more particularly described as follows:

A certain tract or parcel of land together with all the buildings and improvements thereon, shown on the Survey as containing approximately 26.91 acres, more or less, and being bounded as follows:

Beginning at the intersection line separating Sections 62 and 63, T-7-S, R-1-W and the westerly right of way line of River Road, being the POINT OF BEGINNING, run thence N81°45'00"W a distance of 1,063 feet, more or less, to a point on the lower water line of the left descending bank of the Mississippi River, thence run generally northeast along the said low water line of the Mississippi River, following the meanderings of the low water line, to a point on the lower water line of the Mississippi River, which point is a distance of 878.14 feet, more or less, S81°25'44"E of a point located on the westerly right of way line of River Road; thence S37°37'53"W a distance of 1,146.73 feet along the westerly right of way line of River Road to a point; thence continue generally southwest along the westerly right of way line of River Road a distance of 232.73 feet to the POINT OF BEGINNING.

All parties acknowledge that this description may not depict the current low water line of the Mississippi River because high water conditions on the Mississippi River precluded access to a portion of the property. Donor acknowledges and declares that it is its intent to and that it does, convey all its interest in the river bature, as such bature now exists and as it may change in the future together with all buildings, improvements, appurtenances, attachments, rights-of-way, privileges, servitudes, pipelines, effluent lines, bature and bature rights, and including all immovable by nature or component parts of immovables now or hereafter forming part of and attached to or connected with said property or used in connection therewith.

**BE IT FURTHER RESOLVED** that said John V. Lombardi, President of the Louisiana State University System, or his designee, be and he is hereby authorized and empowered for and on behalf of and in the name of the Board of Supervisors to include in the agreement such terms and conditions as he may deem in the best interest of the LSU Board of Supervisors.”

**ACT OF DONATION TO LSU AND ACCEPTANCE  
(EAST BATON ROUGE PARISH)**

**STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE**

**BE IT KNOWN**, that on the dates set forth hereinbelow, before us, the undersigned Notaries Public, duly commissioned and qualified in and for the Parish of East Baton Rouge, State of Louisiana and in the presence of the designated competent witnesses, personally came and appeared:

**LBP DEVELOPMENT, L.L.C.** (hereinafter “**Donor**”), a limited liability company organized and existing under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, with a mailing address of Post Office Box 82931, Baton Rouge, Louisiana 70884, appearing herein through Gregory D. Flores, its duly authorized Member, as evidenced by those certain Unanimous Written Consent Resolutions of **Donor** attached hereto;

who declared that, for and in consideration of its desire to afford the **Donee** (as hereinafter defined), additional property for the furtherance of its educational mission, it does by these presents irrevocably give, grant, confirm, convey and donate, with full substitution and subrogation unto all rights and actions of warranty of title which said **Donor** has or may have against all preceding owners and vendors, unto:

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE** (hereinafter “**Donee**”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, herein represented by John V. Lombardi, President of the Louisiana State University System, duly authorized, with a mailing address of 3810 West Lakeshore Drive, Louisiana State University, Baton Rouge, Louisiana 70808 (Federal I.D. No. 72-6000848);

all of the property (the “**Property**”) described on Exhibit A attached hereto, the possession and delivery of which **Donee** hereby acknowledges.

**TO HAVE AND TO HOLD** the **Property** unto the **Donee**, its successors and assigns, forever.

**Donor** declares that the value of the **Property** donated is SIX HUNDRED FIFTY THOUSAND and NO/100 DOLLARS (\$650,000.00).

**Donor** further declares and acknowledges that it has no objection, and does hereby waive any and all potential objections, to any future transfer of the **Property** made, in any manner, by **Donee**, for any reason whatsoever, to any person or entity, including, but not limited to, any foundation or entity formally affiliated with **Donee**.

**UNTO THESE PRESENTS** comes John V. Lombardi, President of the Louisiana State University System, herein representing the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, who declared that **Donee** accepts this donation with gratitude and accepts delivery of all of the **Property** described on Exhibit A.

**Donor** declares that **Donor** has paid all prior years taxes in connection with the **Property** and **Donor** will pay the 2011 property taxes in connection with the **Property**.

The **Property** will be exempt from the payment of future ad valorem taxes by **Donee**.

The **Property** is conveyed subject to all servitudes and restrictions of record and to any zoning ordinances affecting the **Property**.

**Donee** accepts title to the **Property** subject to any and all governmental regulations, procedures, and/or guidelines applicable to same.

All parties signing the within instrument have declared themselves to be of full legal capacity.

**Donor** and **Donee** dispense with the production of any mortgage certificate, tax receipts or other certificates that may be required by law and the undersigned Notaries are released from any responsibility or liability for not producing and/or attaching same.

The undersigned Notaries have not rendered, nor have they been requested to render, an opinion on the title to the **Property** transferred pursuant to this instrument.

All agreements and stipulations herein, and all the obligations herein assumed, shall inure to the benefit of and be binding upon the successors and assigns of the respective parties, and the **Donee**, its successors and assigns, shall have and hold the **Property** in full ownership forever.

**THUS DONE AND PASSED** in the City of Baton Rouge, State of Louisiana, in the presence of the undersigned competent witnesses, who have hereunto signed their names with **Donor** and me, Notary Public, on this \_\_\_\_ day of \_\_\_\_\_, 2011.

**WITNESSES:**

**DONOR:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**LBP DEVELOPMENT, L.L.C.**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

BY: \_\_\_\_\_  
Gregory D. Flores, duly authorized Member

\_\_\_\_\_, Notary Public  
Notary/Bar Roll Number: \_\_\_\_\_  
My Commission expires \_\_\_\_\_

**THUS DONE AND PASSED** in the City of Baton Rouge, State of Louisiana, in the presence of the undersigned competent witnesses, who have hereunto signed their names with **Donee** and me, Notary Public, on this \_\_\_\_ day of \_\_\_\_\_, 2011.

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**DONEE:**

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

BY: \_\_\_\_\_  
John V. Lombardi, President  
Louisiana University System

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
Notary/Bar Roll Number: \_\_\_\_\_  
My Commission expires \_\_\_\_\_

## EXHIBIT A

One (1) certain tract of land depicted on a Map Showing Survey of a Portion of Myrtle Grove (aka Rosalba) and Lots 8, 9, and 10 of a Portion of Arlington Plantation, Located in Sections 61 and 62, T-7-S, R-1-W, Greensburg Land District, East Baton Rouge Parish, Louisiana, for Jazz Enterprises, Inc. by Darvin W. Ferguson, P.L.S., dated April 15, 1994 (the "Survey"), which Survey was attached and paraphed for identification with a Sale with Mortgage recorded in East Baton Rouge Parish, Louisiana, on June 28, 1994 at Original 227, Bundle 10521, which tract is more particularly described as follows:

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All parties acknowledge that this description may not depict the current low water line of the Mississippi River because high water conditions on the Mississippi River precluded access to a portion of the property. Donor acknowledges and declares that it is its intent to and that it does, convey all its interest in the river batture, as such batture now exists and as it may change in the future together with all buildings, improvements, appurtenances, attachments, rights-of-way, privileges, servitudes, pipelines, effluent lines, batture and batture rights, and including all immovable by nature or component parts of immovables now or hereafter forming part of and attached to or connected with said property or used in connection therewith.



**RECOMMENDATION TO APPROVE A LEASE  
FOR THE HOUSING OF  
MEDICAL STUDENTS AND RESIDENTS  
AT CHABERT MEDICAL CENTER,  
HOUMA, LOUISIANA**

**TO: Members of the Board of Supervisors**

**Date: December 9, 2011**

Pursuant to Article VII, Section 8, D.2(a) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.2(a) The assignment, lease, transfer, encumbrance or sale of land, mineral rights, rights of way, servitudes, or other immovable property owned or controlled by LSU.

**1. Summary of the Matter**

Leonard J. Chabert Medical Center (LJCMC)-Health Care Services Division (HCSD) requests approval to enter into a lease agreement for medical resident apartments located in the Houma, Louisiana. The State of Louisiana, Division of Administration, Office of Facility Planning and Control, in consultation with LJCMC and HCSD personnel, issued a bid for approximately 32,476 sq. ft. of apartment space as per State Solicitation RL 839 with a bid opening date of October 13, 2011.

A responsive bid was received from Houma Highlands Partners, LP. The bid was received and recommended by HCSD and LJCMC personnel. The annual rental for the apartments (34 units/48 beds) is \$372,840.00 for a period of five years.

**2. Review of Business Plan**

Not applicable.

**3. Fiscal Impact**

Funding is available from state general funds.

**4. Description of the competitive process**

The Office of Facility Planning and Control issued a public bid.

**5. Proposed Legal Documents**

Proposed LSU Lease is attached.

**6. Parties of Interest**

All parties relevant to the approval of this agreement do not have any related interest in the agreement nor will they receive financial gain from this approval.

**7. Related Transactions**

None

**8. Conflicts of Interest**

There are no known conflicts of interest.

**9. Attachments**

- Letter from Dr. Townsend
- Bid tabulation
- Proposed lease (*Due to volume, proposed lease will be found on the Board of Supervisors website located with the Agenda.*)

**RECOMMENDATION**

It is recommended that the LSU Board of Supervisors adopt the following Resolution:

**“NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agriculture and Mechanical College that John V. Lombardi, President of the LSU System, or his designee, is authorized and empowered for and on behalf of the Board of Supervisors to execute a lease for approximately 32,476 sq. ft. of apartment space to house Medical Residents to continue to provide patient care for Leonard J. Chabert Medical Center.

**BE IT FURTHER RESOLVED** that John V. Lombardi, President of the LSU System, or his designee is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors to include in the lease any and all provisions and stipulations that he deems in the best interest of the LSU Board of Supervisors.”





LSU Health

WWW.LSUHOSPITALS.ORG

- LOUISIANA MEDICAL CENTER - BOSSALOMA
- EARL K. LONG MEDICAL CENTER - BATON ROUGE
- LALLIE KEMP REGIONAL MEDICAL CENTER - INDEPENDENCE
- LEONARD J. CHABERT MEDICAL CENTER - HOUMA
- INTERIM LSU PUBLIC HOSPITAL - NEW ORLEANS
- UNIVERSITY MEDICAL CENTER - LAFAYETTE
- W.O. MOSS REGIONAL MEDICAL CENTER - LAKE CHARLES

October 17, 2011

Mr. James Howell  
Assistant Vice President  
LSU System, Property and Facility  
3810 West Lakeshore Drive  
Baton Rouge, LA 70808

RECEIVED

OCT 28 2011

PROPERTY & FACILITIES

Dear Mr. Howell:

Please see attached letter from Leonard J. Chabert Medical Center, regarding approval of recommendations relating to the bid for resident apartments.

The apartments are within the boundaries as specified in the bid document and sufficient funding is available. Houma Highlands Partners, LP submitted the lowest bid.

We are requesting this item be placed on the agenda of the December Board of Supervisors meeting.

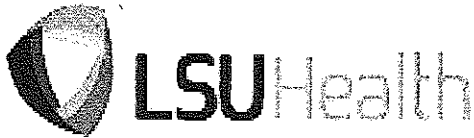
Please let us know if additional information is needed.

Sincerely,

Roxane Townsend, MD  
Interim CEO  
LSU Health Care Services Division

LB/jm

Attachments



LEONARD J. CHABERT MEDICAL CENTER

- BOGALUSA MEDICAL CENTER - BOGALUSA
- EARL K. LONG MEDICAL CENTER - BATON ROUGE
- LALLIE KEMP REGIONAL MEDICAL CENTER - INDEPENDENCE
- LEONARD J. CHABERT MEDICAL CENTER - HOUMA
- LSU INTERIM HOSPITAL OF MCL - NEW ORLEANS
- UNIVERSITY MEDICAL CENTER - LAFAYETTE
- W.O. MOSS REGIONAL MEDICAL CENTER - LAKE CHARLES

October 13, 2011

Dr. Roxane A. Townsend  
Chief Executive Officer  
Kirby Smith Hall  
LSU Health Care Services Division  
1st floor MR, Rm 151  
Baton Rouge, Louisiana 70803

RECEIVED

OCT 28 2011

PROPERTY & FACILITIES

RE: Leonard J. Chabert Medical Center  
Medical Resident Apartments

Dear Dr. Townsend,

The apartment bid date was October 13, 2011. Houma Highlands Partners, LP submitted the lowest bid. The apartments are within the boundaries as specified in the bid packet and sufficient funding is available. Leonard J. Chabert Medical Center is recommending the acceptance of the bid from Houma Highlands Partners.

Please forward your approval for this recommendation to Mr. James Howell to ensure the bid recommendation is placed on the Board of Supervisor December agenda.

Thank you for your assistance. If you have any questions, please do not hesitate to contact me at 985-873-1305.

Enclosure

Sincerely,

Donna L. Pitre, MHA, MSN, RN, CHSP  
Director of Support Services

cc: Rhonda Green, BSN, MBA, MHCM, RN  
Hospital CEO



**SOLICITATION RL - 839**

**PART E – SAMPLE LEASE**

THIS IS A SAMPLE LEASE TO BE FILLED IN ONLY BY THE REAL ESTATE LEASING SECTION  
LEASE

LEASE NUMBER

LEASE

**STATE OF LOUISIANA**

**PARISH OF TERREBONNE**

This contract of lease ("lease") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (Lessor) and Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a public constitutional corporation organized and existing pursuant to the laws of the State of Louisiana, herein represented by William L. Jenkins, President of the Louisiana State University System, duly authorized by virtue of a Resolution of the Board of Supervisors adopted \_\_\_\_\_, 20\_\_\_\_, a copy of which is attached hereto; with a mailing address of 3810 West Lakeshore Drive, Louisiana State University, Baton Rouge, Louisiana 70808 (Federal I.D. No. 72-6000848) (hereinafter referred to as Lessee) provides as follows:

**WITNESSETH**

**WHEREAS**, Lessor is the owner of certain immovable property with improvements thereon located at \_\_\_\_\_ (the "Leased Premises");

**WHEREAS**, the Leased Premises consists of \_\_\_\_\_, which will be renovated by Lessor for lease to Lessee; and

**WHEREAS**, this lease furthers the educational and public service of Lessee by providing housing for the benefit of Leonard J. Chabert Medical Center, Houma, LA, pursuant to the Louisiana Procurement Code, R.S. 39:1641, et seq.

**NOW, THEREFORE**, in consideration of Lessee's obligation to lease the Leased Premises and the rent to be paid by Lessee during the term of this lease, and the mutual benefits accruing to the parties under this lease, the parties do enter into this lease pursuant to the Louisiana Procurement Code, R.S. 39:1641, on the following terms and conditions:

1.

**LEASED PREMISES AND TERM**

For the consideration and upon the term and conditions hereinafter expressed, Lessor leases unto Lessee, here present and accepting the same, for a period of Five (5) years, commencing \_\_\_\_\_, 20\_\_\_\_, and ending \_\_\_\_\_, 20\_\_\_\_ (the "Term"), the following described property (collectively the "Leased Premises"):

\_\_\_\_ square feet of usable space located at \_\_\_\_\_, Houma, Louisiana (the "Building"), to be used by Louisiana State University, Health Sciences Center, Leonard J. Chabert Medical Center, as apartments for Medical Residents, at the rate of \$ \_\_\_\_\_, per square foot per annum with \_\_\_\_\_ (\_\_\_\_) parking spaces provided, located on the following described property, to-wit:

2.

**RENT**

The consideration for this lease is the payment by Lessee to Lessor of the sum of \_\_\_\_\_ (\$ \_\_\_\_\_ DOLLARS in \_\_\_\_\_ (\_\_\_\_) equal installments of \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS each, the first installment being due and payable on the 1st day of \_\_\_\_\_, 20\_\_\_\_, and the remaining installments being due and payable, respectively on the 1st day of each month thereafter; however, in the event occupancy by Lessee occurs subsequent to the due date of the first rental payment, Lessor waives any right to receipt of rental payment until the thirtieth (30th) day after Lessee actually occupies the leased premises. In any event rent is earned from the date of occupancy. Rent is payable by Lessee to Lessor at the following address, until notified in writing differently by Lessor:  
(Provide address where rent is to be paid)

Lessor agrees that there shall be no penalties assessed against monies owing by the Lessee until ninety (90) days past the date of demand, pursuant to R.S. 39:1695 and 1697.

3.

**OPTION TO EXTEND**

Lessor grants to Lessee the option to extend this lease from the end of its term for an additional period of Five (5) years, on the same terms and conditions as specified in the primary lease upon giving sixty (60) days written notice prior to the expiration date of this lease. The rental rate per square foot shall also be the same as specified in the primary lease, unless the United States Government Consumer Price Index reflects an increase in excess of 15% during the term of the primary lease, and lessor requests, in writing within 60 days of notification of Lessee's intent to exercise the option period, a rental increase during the option term. In that event, the rental payments shall increase the same percentage as the Consumer Price Index, but in no event shall the rental payments increase in excess of 20% of the primary rental payment.

Any increase in rental due to increases in the United States Government Consumer Price Index is contingent upon approval by the Division of Administration and legislative funding. In the event said increase is not approved by the Division of Administration and/or the Louisiana Legislature does not provide funds for the increase in rental, said increase will not go into effect, in which event Lessor shall have the right to terminate this lease upon six (6) months written notice to Lessee.

**4.**

**DELIVERY OF POSSESSION AND OCCUPANCY**

The parties hereto agree that delivery of possession and occupancy hereunder shall not be deemed to commence until Lessor has provided Lessee with THIRTY (30) days prior written notice that the leased premises are ready for occupancy or at such time as Lessee takes occupancy thereof, whichever shall occur first. However, in no event shall Lessee accept occupancy prior to the commencement date established in paragraph one (1) herein, except by express consent of Lessor and approval of Division of Administration. Furthermore, under no circumstances shall occupancy be deemed to commence until the documentation relative to asbestos and the State Fire Marshal's Office requirements is provided to Lessee and/or the Division of Administration as required herein under Sections 10 and 25.

**5.**

**PENALTY FOR FAILURE TO DELIVER POSSESSION**

Should Lessor fail, for whatever reason, acts of God and military expedience excepted, to deliver possession and occupancy by February 1, 2012, Lessee shall be entitled to liquidated damages in the amount of the daily rental rate for every day thereafter that the Lessor fails to deliver possession and occupancy, which sum may be set off against rent owing at Lessee's option.

## 6.

**CANCELLATION FOR FAILURE TO DELIVER POSSESSION**

Should Lessor fail, for whatever reason, acts of God and military expedience excepted, to deliver possession and occupancy by March 1, 2012, Lessee may, at its option and with the approval of the Division of Administration, cancel this lease at any time after expiration of such time. If Lessee elects not to cancel this lease, Lessee is entitled to liquidated damages in the amount of the daily rental for every day thereafter that the Lessor fails to deliver occupancy.

## 7.

**ABATEMENT OF RENT FOR FAILURE TO DELIVER POSSESSION**

Should Lessee be unable, for whatever reason, to obtain possession of the leased premises in accordance with the terms set forth herein, Lessee shall be entitled to the abatement of rent for such term during which the Lessee is deprived of possession.

## 8.

**COMPLIANCE FOR ACCESS TO LEASED PREMISES**

Lessor agrees that all of the buildings, grounds, and facilities composing the Leased Premises shall comply with the requirements of R.S. 40: Part V. - EQUAL ACCESS TO GOVERNMENTAL AND PUBLIC FACILITIES FOR PHYSICALLY HANDICAPPED, specifically R.S. 40:1731-1744.

## 9.

**COMPLIANCE WITH LAW**

Lessor agrees to make, at Lessor's own expense, all changes and additions to the Leased Premises required by reason of any laws, ordinances, orders or regulations of any municipality, parish, state, federal or other public authority including the furnishing of required sanitary facilities and fire protection facilities, and Lessor shall furnish and maintain all fire extinguishers and equipment necessary to comply with the regulations of the Louisiana State Fire Marshal. Lessor shall be responsible for all costs associated with any periodic inspections and servicing of the extinguishers and equipment.

**10.****COMPLIANCE WITH STATE FIRE MARSHAL'S OFFICE**

Prior to occupancy, Lessor must provide written evidence of compliance with all requirements of the State Fire Marshal's Office. Lessor further agrees to comply with any order issued during the lease term by the State Fire Marshal's Office within the timeframe mandated by that office. Failure to do will constitute a breach of the terms of this lease.

**11.****DELIVERY OF PREMISES**

Lessor shall deliver the leased space to the Lessee at the beginning of this lease in a thoroughly sanitary and tenantable condition, and, by assuming possession, Lessee admits that it has examined the leased space and found it to be in good, safe and acceptable condition; provided, however, if the space is not tenantable in Lessee's sole option, Lessee shall provide to Lessor, no later than fifteen (15) days after occupancy, a list of all deficiencies in need of correction in order to bring the leased space into compliance with the terms of this lease, which deficiencies Lessor shall correct with fifteen (15) days of receipt of such notice.

**12.****MAINTENANCE AND REPAIRS**

12.1. Lessor agrees at its expense to paint and/or install wall covering in the interior of the leased premises associated with such premises at not less than three (3) year intervals.

12.2. Lessor agrees at Lessor's expense to do such painting and other maintenance to the exterior of the building as is necessary to maintain the building in good condition and appearance. Exterior clean-up shall be maintained constantly to insure that areas outside of the leased premises, including parking facilities, are trash-free. All grass and weeds shall be cut weekly during growing season and otherwise as needed. Shrubberies shall be maintained in a neat condition, with pruning as necessary. Lessor shall have sole responsibility for all maintenance and repair to the heating and air conditioning systems, plumbing systems (including plumbing fixtures), sewerage disposal system (including septic tanks), electrical systems, light fixtures and all other equipment furnished by Lessor. All emergency service calls are to be provided within 24 hours for heating, air conditioning, plumbing, electrical or flooding problems.

12.3. Any water intrusion in the building will require the following action by the Lessor:

Carpet: The following work shall be performed by a restoration contractor that is knowledgeable and experienced in remediation of wet carpet. Excess water shall be immediately vacuumed out of the carpet. The wet carpet shall be sanitized with a chemical approved for indoor use. Area fans shall be installed until the carpet is completely dry.



If carpet is not professionally dried and sanitized within 24 hours of notification of the occurrence by Lessee, all areas of wet carpet and padding must be removed and replaced with new carpet and padding to match the existing.

Walls & Ceilings: The following work shall be performed by a restoration contractor that is knowledgeable and experienced in remediation of water damaged sheetrock. All sections of walls, baseboards, insulation and ceilings subjected to water intrusion shall be removed and replaced, within 24 hours of notification of the occurrence from Lessee and finished to match existing wall within 7 calendar days. The restoration contractor shall certify that the interior wall or ceiling cavities were completely dry prior to installing the replacement sheetrock.

Ceiling Tiles: All ceiling tiles subjected to water intrusion shall be removed and replaced within 24 hours of notification of the occurrence from the Lessee. Replacement ceiling tiles shall match existing.

12.4. Lessor shall be responsible for maintaining the leased space in good condition throughout the term of the lease, and maintain the premises in accordance with all local, state and federal laws, ordinances, regulations. Lessor shall make all such repairs to the leased space as may become necessary because of breakage or other damages not attributable to the negligence of Lessee, its agents, or its employees. Lessor shall be responsible for any damages to Lessee's employees, agents, invitees, visitors, and property and/or equipment that are a result of Lessor's negligence to properly maintain the leased space.

12.5. The parties hereto agree that no expense incurred as a result of Lessor originated changes, renovations or improvements made during the term of the lease shall be borne by Lessee.

**13.****DEFAULT BY LESSOR OR LESSEE**

13.1 Should Lessor fail to keep the leased space in good and tenantable condition, to make any of such repairs, replacements or changes, or to do painting or wall covering with thirty (30) days after written notice from Lessee of the necessity therefor, or should Lessor commit any other breach of the lease terms and conditions, Lessee may at its option, and with approval of the Division of Administration, correct the same and deduct the cost thereof from the rental payments, or Lessee may quit and surrender possession of the leased space without further liability to Lessor hereunder, upon sixty (60) days written notice. Provided, however, that in the event of conditions requiring immediate maintenance and/or repair, including but not limited to flooding, roof leaks, failure of electrical system, etc., Lessee may at its option, and with notice to the Division of Administration, correct the same and deduct the cost thereof from the rental payments after reasonable attempts to contact Lessor.

13.2 Should Lessee fail to pay an installment of rent when the same shall become due and payable and such failure shall not be cured within ten (10) days after Lessee's receipt of notice from Lessor of such failure; or should Lessee fail to perform or observe any other of its obligations under this Lease, and such failure shall continue for sixty (60) days after notice thereof from Lessor to Lessee, or, if by reason of the nature thereof, such failure cannot be cured by the payment of money or cannot with due diligence be wholly cured within such sixty (60) day period, if Lessee shall not proceed promptly to commence curing the same or shall fail thereafter continue to prosecute the curing of such failure with due diligence, then, upon the happening of any one or more of the aforementioned events of default, Lessor shall have the right, then or at any time thereafter while such event of default shall continue, to seek such remedy as it deems applicable, including without limitation a termination of the Lease, by filing a complaint pursuant to R.S. 39:1673, et seq. with the Chief Procurement Officer of the LSU Campus for whom the leased space are let. Should the lease be terminated through this process, Lessee's right to possession of the leased space shall cease and Lessee shall peacefully and quietly yield and surrender to Lessor the leased space. Prior to the termination of this lease, Lessee's personal property may be removed and any resultant damages to the leased space shall be repaired by and at the expense of Lessee.

**14.****INFORMATION TECHNOLOGY AND COMMUNICATIONS**

14.1. All communications desktop devices (computer terminals, telephone answer-machines, etc.) will be installed, maintained, and paid for by Lessee.

14.2. Communications cable/wire shall be provided in the leased space by Lessor. The cable/wire shall conform to a wire as specified in Solicitation RL-839 and made a part hereof.

14.3. All communications equipment (computer controllers, modems, multiplexers, telephone system controllers, etc.) will be installed, maintained, and paid for by Lessee. Lessor shall provide space and environment for this equipment according to Solicitation RL-839 and made a part hereof. The Lessor's cable/wire shall terminate in the same space as Lessee's equipment and will be placed according to said Solicitation RL-839.

14.4. Lessor shall have the local telephone company provide a service entrance cable into the leased space. The telephone company's service cable shall terminate in the same room/space as the Lessor's inside cable/wire and have a minimum capacity of one pair of twisted copper wires per 100 square feet of the leased space to be occupied. The Lessor shall provide the pathway(s) (conduit, trench, etc.) for the service cable according to the telephone company's requirements and Solicitation RL-839.

14.5. The Lessee will order and pay for, through the Local Telephone Company, dial tone and internet services from the telephone company. The Lessor shall provide interconnection between the telephone company's RJ21X demarc and the Lessor's wiring connection demarc.

14.6. If the leased space has elevators, the Lessor shall provide each elevator that will be used by Lessee personnel with an emergency telephone as required by building codes. All associated cable/wire shall be as specified in the Solicitation RL-839. Charges for this line(s) (elevator dial tone service) shall be borne by the Lessor.

**15.****LESSOR'S SERVICES**

Lessor shall provide Pest Control service which shall include all personnel, equipment and supplies necessary to treat premises for insects and/or rodents a minimum of once a month. Application shall be in accordance with all applicable federal, state and local laws, rules and regulations.

**16.****LESSEE'S IMPROVEMENTS**

Lessor grants Lessee (a) the right to add to or to install in the leased space at its own expense any fixtures, appurtenances, appliances, coverings, or other such objects as Lessee may desire, provided that the installations and alterations made by Lessee do not diminish the value of the leased space, and (b) the right to remove at Lessee's expense upon the termination of this lease, all such fixtures, appurtenances, appliances, coverings or other improvements placed in or on the leased space by Lessee, provided that Lessee restores the leased space to substantially the same condition as existed at the time of occupancy by Lessee, normal wear and tear excepted.

**17.****DAMAGE BY FIRE OR OTHER CASUALTY**

17.1. If, prior to the termination of this lease, through no fault, neglect or design of Lessee, the leased premises and/or said building be destroyed by the fire or other casualty, or be unfit for occupancy as a result of fire or other casualty, then this lease shall be cancelled ipso facto as of the date of said fire or other casualty, unless the leased premises can be rendered fit for occupancy within one hundred twenty (120) days from the happening of such fire or other casualty and Lessor commences the repairs to the damages within thirty (30) days of the occurrence. Lessee shall be entitled to such reduction or remission of rent in the amount of the daily rental for every day that Lessee is without possession of the leased premises.

17.2. If this lease be cancelled for such cause, Lessee shall be entitled to a credit corresponding to the unexpired term of this lease, the unearned portion of rent shall be annulled and returned to Lessee (if prepaid), and Lessor shall have the right to take possession of the leased premises, with both Lessee and Lessor discharged of any further obligation under this lease.

17.3. If the leased premises be only slightly injured by fire or other casualty as not to render the leased premises unfit for occupancy, Lessor agrees that same shall be repaired with reasonable diligence, in which event Lessee shall not be entitled to any reduction or remission of rent whatever.

**18.****INSURANCE**

18.1. Lessor agrees to carry (a) Fire and Extended Coverage Insurance, plus vandalism, water damage, lightning, malicious mischief and other hazards covered by the "broad form insurance coverage, on the building structure equal to 80% of its value, and (b) comprehensive general liability insurance covering all activities in or about the leased premises (including coverage for elevators and escalators, if any, and coverage for owned, non-owned and hired automobiles, sidewalks and passageways) in amounts as would a prudent owner of similar premises and carry in no event less than \$2,000,000 per person, \$2,000,000 per occurrence for personal injury, and \$5,000,000 for claims made during any policy year. Such insurance shall be with insurance companies duly licensed to do business in the State of Louisiana and bearing a rating A+XV in the latest Best Casualty Insurance Report.

18.2. Lessee agrees to carry (a) commercial general liability insurance of \$1,000,000 combined single limits per occurrence for Bodily Injury/Property Damage claims for those incidents in which the occurrence is the result of the negligence of Lessee, its agents, contractors, employees, or invitees and (b) such property insurance as it deems necessary for its personal property located on the leased premises.

18.3. All policies of insurance issued in accordance with this Section 18 shall include Lessor and Lessee as additional insureds as regards the sole negligence of each party to this agreement. Each party shall deliver to the other certificates evidencing the insurance policies required as of the date of occupancy of the leased premises and certificates of each renewal of such policies at least fifteen (15) days prior to renewal dates.

18.4. Self-insurance through the State of Louisiana, Office of Risk Management, shall satisfy the requirements of Section 18.2 requiring insurance coverage for Lessee.

18.5. Lessor further agrees to waive any right or claims, other than for intentional acts, against the Lessee, its agents, or employees for any loss to the premises by fire, windstorm, hail, smoke, explosion, riot, riot attending a strike, civil commotion, or damage from aircraft and vehicles.

**19.****ASSIGNMENT**

It is agreed that any assignment of this lease or the proceeds thereof must be approved in advance of such assignment, in writing, by the appropriate party. If the request to assign is by the Lessee, such assignment must be approved by the Lessor. If the request to assign is by the Lessor, such assignment must be approved by the Commissioner of Administration. Approval of requested assignment shall not be unreasonably or arbitrarily withheld by either party; provided, however, that the Commissioner may condition approval of an assignment of this lease or the proceeds of this lease upon receipt of reasonable assurances from assignee of its ability and willingness to assume responsibility for performance of the terms in the event of failure of performance by the assignor.

**20.****ADDITIONAL LEASED PREMISES**

It is agreed by both Lessee and Lessor that in the event the Lessee requires adjacent additional space which could not reasonably have been foreseen at the time of execution of the lease or of the exercise of Lessee's option to extend, it shall promptly notify Lessor in writing of such requirement. Lessor shall respond in writing within fifteen (15) days of receipt of such notification whether such additional space is available.

In the event such additional space is available, the Lessor shall provide such additional space on the same basis and at the same rate as for such comparable space under the then current lease.

**Lessor agrees that if the Lessee requires additional apartments due to an increase in the number of medical residents, additional apartments may be requested at the same terms and conditions in the primary lease, if available.**

**Lessee reserves the right to cancel apartments upon thirty (30) days written notification to the Lessor should the number of medical residents decrease during the term of the lease or the option term.**

## 21.

**TERMINATION OF LEASE**

In the event the State of Louisiana provides Lessee with adequate space in a building owned by the state or owned or leased by the Office Facilities Corporation established by LA R.S. 39:1798 et seq., and which is similar to the leased premises in accessibility and location for the Lessee, the Lessor agrees to terminate this lease after receipt of sixty (60) day written notice from Lessee.

## 22.

**FISCAL FUNDING PROVISIONS**

A continuation of the lease is contingent upon the continuation of and appropriation of funds by the Legislature to fulfill the requirements of this lease by Lessee. In the event that public funding for Lessee becomes inadequate to meet the obligations of this lease, Lessee may, with the approval of the Division of Administration, terminate the lease without any penalty assessed against Lessee therefor or reduce the space provided and the rental due by giving sixty (60) days written notice to Lessor. The rental payment due when such a reduction in space is exercised shall be on the same terms and at the same rate per square foot as for the original space under the then current lease.

## 23.

**NOTICES**

All notices required under this lease shall be in writing and shall be sent by United States Mail and in the case of notices to Lessor and Lessee shall be addressed as follows:

LESSOR: (give name and address)

LESSEE:

Board of Supervisors of LSU  
3810 West Lakeshore Drive  
Baton Rouge, Louisiana 70808  
Attention: Executive Vice President

With a copy to:

Division of Administration  
Facility Planning and Control  
Real Estate Leasing Section  
Post Office Box 94095  
Baton Rouge, Louisiana 70804-9095

**24.****EXTRACT OF LEASE**

24.1 Upon execution and approval of this lease, it will be the responsibility of Lessor to have the lease or extract of lease recorded in the office of the parish recorder of the parish where the property herein leased is located, in the form set forth in that Extract of Lease attached hereto.

24.2 Before any payments can be made on the lease, Lessor must provide a certified copy of the recorded lease or extract of lease to Lessee and to the Real Estate Leasing Section of Facility Planning and Control.

**25.****COMPLIANCE WITH DEQ REGULATIONS**

25.1. All requirements of this Section shall be in accordance with the Louisiana Administrative Code, Title 33 (Environmental Quality), Part III (Air), Chapter 27 ("Asbestos-Containing Materials in Schools and State Buildings Regulations"), and regulations promulgated pursuant thereto.

25.2. The Lessor must provide appropriate documentation from the Architect, or Engineer of Record of the proposed leased space that no asbestos containing building material was specified in any construction documents for the building, or, to the best of his or her knowledge, no asbestos containing building material was used in the building. This documentation must be submitted to the Office of Facility Planning and Control, Real Estate Leasing Section for submittal to the Department of Environmental Quality, Air Quality Division, for review and approval.

25.3. If the documentation as mentioned above cannot be obtained, the Lessor shall conduct an asbestos inspection in accordance with LAC 33:III.2707.A, of the functional space indicating therein locations of all materials containing more than one percent (1%) asbestos, as determined by Polarized Light Microscopy. This inspection shall be performed by a Louisiana Department of Environmental Quality accredited Inspector with current accreditation. If any asbestos is detected (friable or nonfriable) and allowed to remain while the space is occupied, Lessor shall also provide an ASBESTOS MANAGEMENT PLAN WHICH HAS BEEN APPROVED BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY.

25.4. All Management Plans must be developed by a Louisiana Department of Environmental Quality accredited Management Planner and must be submitted in the format as outlined in the Department of Environmental Quality's document "Required Elements for LEA and LSPBA Management Plans." The Lessor must maintain, update, and comply with the Management Plan to keep it current with ongoing operations and maintenance, periodic surveillance, inspections, reinspections, response action activities, and training of maintenance and custodial personnel. Any updates to the Management Plan shall be submitted to the Division of Administration for record purposes as well as updating the Management Plan located at the facility that is being leased. Failure by Lessor to maintain, update, and comply with any required Management Plans will cause



automatic termination of the lease effective three (3) months after written notice to Lessor of its failure to maintain, update, and comply with any required management plans.

25.5. All documentation required under this section shall be forwarded to the Division of Administration, Facility Planning and Control, Real Estate Leasing Section, by the Lessor at least sixty (60) days PRIOR TO OCCUPANCY OF THE LEASED SPACE BY THE STATE OF LOUISIANA and its agencies.

## 26.

### **APPROVAL BY THE COMMISSIONER OF ADMINISTRATION**

The effectiveness of this lease is contingent upon its approval by the Commissioner of Administration, and Lessee is not liable for any costs incurred by Lessor prior to the statutory approval of this lease by the Commissioner of Administration in accordance with La. R.S. 39:1641(A).

## 27.

### **MISCELLANEOUS**

27.1 Audits. Lessee 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 and pertaining to the Leased Premises. Audits may be made by employees of Lessee, by the Louisiana Legislative Auditor, or by independent auditors retained by Lessee.

27.2 No Modification. Neither this lease nor the rights or duties of Lessor or Lessee under this lease shall be changed, modified, waived, released or discharged in any way except by an instrument in writing signed, acknowledged and delivered by Lessor and Lessee.

27.3 Quiet Enjoyment. Lessor covenants that Lessee, upon payment of the Base Rent, Additional Rent and other sums due by Lessee hereunder, above reserved, and upon the due performance of the covenants and agreements herein contained, shall and may, pursuant to the provisions of this lease, at all times during the term peaceably and quietly have, hold and enjoy the premises, free from the claims of Lessor, or any persons.

27.4 Governing Law. This lease shall be construed under and governed by the laws of the State of Louisiana, as they apply to contracts and agreements for the lease or rental of space for the housing of State agencies, their personnel, operations, equipment, or activities (see R.S. 39:1641, et seq.).

27.5 Payment of Fees and Expenses. To the extent allowed by law, if Lessee shall be in default in the performance of any of its obligations hereunder and an action shall be brought for the enforcement thereof in which it shall be determined that there has occurred an Event of Default by Lessee, Lessee shall pay to Lessor, on demand, all actual expenses incurred by Lessor as a result thereof.

27.6 Severability. If any term, covenant, condition or provision of this lease, or the application thereof to any person or circumstances, shall be declared invalid, unenforceable or usurious by the final ruling of a court of competent jurisdiction, not subject to appeal, the remaining terms, covenants, conditions and provisions of this lease, or the application of such term, condition, covenant or provision to other persons or circumstances, shall not be affected thereby and shall continue to be enforced and recognized as valid agreements of the parties, and in the place of such invalid, unenforceable or usurious provision, there shall be substituted a like, but valid, enforceable or nonusurious provision which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties, as evidenced by this lease.

27.7 Succession. Except as otherwise expressly provided herein, this lease and all the terms, conditions, covenants, provisions and agreements herein contained shall be binding upon and inure to the benefit of Lessor and Lessee, and their respective successors and assigns and successors in title to the premises. The term "Lessor" shall include the successors and assignees of Lessor and the term "Lessee" shall include the successors and assignees of Lessee, except where expressly provided otherwise.

27.8 Time of the Essence. In all respects, time shall be of the essence during and with respect to the operation obligations of this lease.

27.9 Representations of Authority. By the execution of this lease, Lessor and Lessee each represent to the other that each is an entity validly existing, duly constituted and in good standing under the law of the jurisdiction in which it was formed and which it presently conducts business; and that the person signing this lease on its behalf has due authorization to do so.

27.10 Advertisement. Neither party shall make use of the other party's name, logo or marks without its prior written consent.

27.10 Amendment. No amendment, modification, or alteration of the terms of this 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, and approved by the Division of Administration.

27.11 Nondiscrimination, Employment and Wages. Any discrimination by Lessor 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 lease, is prohibited.

27.12 Conflict of Interest. Lessor certifies (and this lease is made in reliance thereon) that neither the Lessor nor any person having an interest in this lease by, through or under the Lessor, is an officer of Lessee or is affiliated in any way with Lessee.

27.13 Lessee's Obligations at the end of the Term. At the expiration of the term, Lessee shall peaceably yield up to Lessor the premises in such repair as at the commencement of the term, reasonable wear and tear and the use thereof and casualty excepted, and Lessee may, within a period of thirty (30) days thereafter, remove all of Lessee's property which it has installed or placed on the premises during the term of this lease, repairing any damage to the premises caused by such removal.

27.14 Counterparts. This agreement may be executed in multiple counterparts each of which shall be declared an original.

27.15 Entire Agreement. This Lease, together with the exhibits attached hereto, contain the final and entire agreement between the parties hereto with respect to the leased premises and contain all of the terms and conditions agreed upon with respect thereto, and no other agreements, oral or otherwise, regarding the subject matter of this 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.

27.16 All Parts of Solicitation RL-839, as bid by Lessor on Thursday, October 13, 2011, are hereby incorporated into this lease and made a part hereof. The building, grounds, and facilities herein leased shall conform in all respects to the requirements set forth in that solicitation. To the extent that any inconsistency may be found between the language of this lease and of the Solicitation, the language of the Solicitation shall govern.

**This lease may be signed in several counterparts, each of which shall be deemed an original, but all of which will constitute one and the same instrument.**

IN WITNESS WHEREOF, the parties hereto have signed their names on the dates listed below, in the presence of the undersigned competent witnesses:

**WITNESS:**

**LESSOR: Company Name**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

**BY:** \_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

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

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

**BY:** \_\_\_\_\_  
**JAMES G. HOWELL, ASSISTANT VICE PRESIDENT AND UNIVERSITY ARCHITECT**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

**APPROVED:**

This \_\_\_\_\_ day of \_\_\_\_\_, 2011.  
Office of the Governor  
Division of Administration

**BY:** \_\_\_\_\_  
**John Davis, Director**  
**Facility Planning and Control**

**SOLICITATION RL - 839**

**PART F**

**STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION  
FACILITY, PLANNING, & CONTROL  
GUIDELINE REQUIREMENTS, SPECIFICATIONS, AND WIRING DIAGRAMS  
FOR  
COMMUNICATIONS CABLE/WIRE AND RELATED BUILDING FACILITIES**

**PREPARED  
BY  
OFFICE OF TELECOMMUNICATIONS MANAGEMENT**

Revised 6/04

## GUIDELINE REQUIREMENTS, SPECIFICATIONS, AND WIRING DIAGRAMS

When transmitting design phase submittal documents such as drawings and/or specifications for review only, please use the following procedure:

1. It is not necessary to transmit the complete set of documents. Only the following items are required:
  - a. Site plan(s) showing the telephone and other communications services entrance(s).
  - b. Electrical floor plan(s) showing telephone and computer outlets and associated equipment rooms with backboards, conduit stubs, power outlets, lighting, grounding, and HVAC.
  - c. Communications riser and/or wiring diagrams.
  - d. Specifications associated with items "a" through "c" and any communication systems included in the project.
2. Pertinent information about the project:
  - a. Project title and number.
  - b. Number of Review days.
  - c. Projected dates of bid advertisement or opening, or construction commencement, completion and tenant move.
3. When required by the FP&C Project Manager, mail the aforementioned documents to:

State of Louisiana  
Division of Administration  
Office of Telecommunications Management  
Post Office Box 94280  
Baton Rouge, LA 70804-9280  
Attention: Plant & Facilities Section

Or deliver to:

State of Louisiana  
Division of Administration  
Office of Telecommunications Management  
State Office Building  
150 Third Street  
Baton Rouge, Louisiana 70802

Otherwise, mail the complete set of documents to:

State of Louisiana  
Division of Administration  
Office of Facility Planning & Control  
P.O. Box 94095  
Baton Rouge, LA 70804-9095  
Attention: (Name of Project Manager)

Or deliver to:

State of Louisiana  
 Division of Administration  
 Office of Facility Planning & Control  
 Claiborne Building, Suite 7-160  
 1201 North Third Street  
 Baton Rouge, Louisiana 70804

4. The Designer will be responsible for notifying the FPC Project Manager when the Contractor is ready for inspections during the installation of the communications aspects of this project.
5. Designer shall comply with the applicable articles in the current National Electrical Code, and other required State Codes and laws, for communications systems as it pertains to cable/wire and associated building facilities for State owned or leased facilities.
6. Designer shall select the applicable requirements from the following lists and include them in pertinent State projects:

***NOTE: It is the responsibility of the Prime Designer and/or Sub-Designer(s) to ensure that all communications systems and associated space quantities, sizes and environments are coordinated to meet all requirements herein. In the event of ambiguities, the more stringent shall prevail.***

#### A. Main Communications Equipment/Wiring Room

1. The room shall be designed for communications equipment/wiring only according to ANSI/TIA/EIA and BICSI standards. This space shall not be shared with electrical **lighting and power control** and/or mechanical equipment.
2. The size of the room shall comply with BICSI standards in collaboration with the User Agency and the FPC Project Manager.
3. The location of the room shall be as close to the center of the communications outlet configuration as possible. The room level shall be above any potential flood water.
4. If fire extinguishing water sprinklers are required in the room, the Designer shall coordinate with the User Agency and the FPC Project Manager for possible special requirements to protect electronic equipment.
5. The room shall be provided with the proper architectural, HVAC, humidity, lighting, grounding, and power environment for communications equipment. **Ensure that interdisciplinary coordination is accomplished.**
6. A minimum of two (2) 120 VAC, 20 A dedicated power circuits each terminated with two (2) duplex outlets shall be provided near the base of the backboard and spaced six (6) ft. apart, minimum.
7. Fluorescent lighting shall be provided in the room with 50 foot-candles of illumination at 3-feet above the finished floor, minimum.
8. An isolated grounding source shall be provided in the room. The source shall consist of a ground bus installed at the base of the backboard and bonded to the main power service entry ground source via a #6 - #2/0 AWG, as required, stranded copper grounding conductor insulated and installed as per attached diagrams and in compliance with the NEC, EIA/TIA, IEEE Emerald Book, and other requirements as appropriate.
9. Walls shall be sheeted with 4' W x 8' H x 3/4" D interior quality plywood backboards painted with a fire-retardant, light-gray paint and installed according to good quality architectural and construction standards. Fasteners securing the boards to walls shall be recessed.

10. Some projects may require special floor features, for example, static-free flooring, raised flooring, and/or heavy-load structural support. The Designer shall coordinate final requirements with the User Agency, the FPC Project Manager, and OTM or OIS as applicable.
11. The room shall not contain a suspended ceiling. Solid/closed support structures (i.e. concrete floor) above the ceiling grid height shall serve as the room ceiling to allow direct horizontal access to the served space. Where the ceiling is exposed to open attic space, interior quality plywood painted with white paint shall be fastened to overhead support beams (joist) to serve as the room ceiling. Walls shall extend to the full height of the room.

#### B. Additional Communications Equipment/Wiring Rooms

These rooms shall conform to the same requirements as the main communications equipment/wiring room as outlined in Section A above, except that a minimum of one (1) power circuit with two (2) outlets and an isolated grounding system with #6 AWG, minimum, bonding is required in each room.

#### C. Battery Room

Some projects may require separate battery and/or UPS rooms with special facilities. Since these rooms are usually not required unless a large PBX telephone or computer system is installed in the building, the requirements and specifications are not listed here. When required, the Designer shall coordinate final requirements with the User Agency, the FPC Project Manager, and OTM or OIS as applicable.

#### D. Cable Pathways

1. Cables shall be placed in accessible void spaces above ceilings and/or under floors unless conduit or other types of raceway systems are required.
2. Cable drops from ceilings to workstation communications outlets shall be placed in conduit inside wall and column cavities. Surface mounted raceway on the outside of solid walls and columns, and/or **floor poke-throughs** may only be used as a last resort and require pre-approval from the User Agency, FPC Project Manager, or OTM as applicable. **Communications/power drop-poles**, floor-duct, and under-carpet systems will not be acceptable.
3. Conduit
  - a. EMT shall be used indoors unless code requirements mandate other types of raceway systems for unusual applications.
  - b. RMC shall be used outdoors aboveground and in transitions from underground to aboveground.
  - c. RNC schedule 40, minimum, shall be used underground directly buried in accordance the NEC, User Agency, FPC, and OTM requirements as applicable. The minimum depth of earth cover shall be twenty-four (24) inches. Warning tape shall be employed.
  - d. Concrete encasements shall be used underground when required. The concrete shall be 1500 psi (minimum) poured and formed to give a minimum three (3) inch thick cover around the conduit/duct. The entire encasement shall be dyed.
  - e. Road crossings shall be constructed as required by the User Agency and the appropriate government authority, if applicable. Some roads such as city, parish, or state streets and highways require permits and special methods of crossing (cut & patch, bore, steel casing, etc.).
  - f. Hand/manhole and aboveground pedestal closure designs shall be coordinated with the User Agency, the FPC Project Manager, and OTM or OIS as appropriate.
  - g. The main service entrance conduits shall be provided with a minimum of two (2), four (4) inch empty conduits, minimum, stubbed-up at the main backboard. The ends of these conduits shall stub-up/terminate at locations that shall be coordinated with the User Agency and/or Telephone Company. Long radius 90 degree bends are required



on all elbows installed below grade. There are other requirements such as cables and/or innerduct to be pulled, number of bends allowed and pull box details that are usually required by the User Agency and/or Telephone Company.

- h. Conduits installed inside walls from ceiling space to workstation wall outlets shall be one (1) inch in diameter, minimum. These conduits shall stub-up a minimum of six (6) inches into accessible ceiling space. The other ends should terminate in an outlet boxes consisting of 4" x 4" (nominal, 2-gang) metal boxes with single gang plaster ring recessed in the walls as required. Unless otherwise required for unique situations, the boxes shall be mounted eighteen (18) inches AFF to centerline of box for desk/wall applications, forty-eight (48) inches AFF (maximum) for wallphones/payphones, and according to all other ADAAG requirements.
- i. Some projects may require continuous conduit runs from communications equipment/wiring rooms to communications outlets. This is the exception, not the rule. When it does apply, the above size and type requirements shall also apply. Conduit runs shall be designed to conform to ANSI/TIA/EIA standards, for example a maximum of 100' and two 90 degree bends between pull boxes. Outlet bodies and outlet boxes are not acceptable as pull boxes for communications, unless they are located at the ends of conduit runs.
- j. A minimum of four (4), two (2) inch (minimum) EMT empty conduits shall be provided daisy chain linking all equipment/wiring rooms.
- k. A minimum of two (2), four (4) inch (minimum) EMT conduit sleeves shall be provided through floors daisy chain linking all vertically stacked riser equipment/wiring rooms.
- l. Pull strings shall be provided in all empty conduit runs. End caps shall be provided on all empty conduit terminations.
- m. Bushings and identification labels shall be provided on all conduit pad/slab stub-ups and ends.
- n. Where conduit runs penetrate fire or smoke rated barriers, they shall be sealed with a fire stopping compound complying with Fire Marshal requirements.

## E. Cable/Wire/Hardware

- 1. Communications Outlets
  - a. Each workstation wall outlet shall consist of one (1) quad-plex port telecommunications outlet manufactured by Hubbell Premise Wiring ONLY, as specified by OTM. No alternates or equals shall be approved.
  - b. Each modular furniture workstation outlet shall consist of one (1) quad-plex port telecommunications outlet manufactured by Hubbell Premise Wiring ONLY, as specified by OTM, installed in the furniture base raceway punchouts.
  - c. The outlets shall be equipped with any combination of four (4) different wiring devices, or three (3) with one (1) blank port, as required -- eight (8)-pin, modular, RJ45 jacks (Category rated, as required), coaxial type connectors, fiber optic connectors; all made by Hubbell Premise Wiring ONLY, as specified by OTM. No alternates or equals shall be approved.
  - d. Communication outlet labeling shall be executed according to the OTM standard. Accordingly, All telecommunications outlet faceplates shall be numbered with the floor number followed by a period, followed by the closet location (N,E,S,W), followed by the telecommunications outlet patch panel port number taken from the total number in that closet. Telecommunications outlet faceplate numbers are to be assigned sequentially across the area covered by its designated closet. Individual jack positions are not to be labeled on faceplates. Jack positions are: "Blue" for top left (Primary Data), "Orange" for top right (Secondary Data), "Office White" for bottom left (Voice), and "Brown" or left blank for bottom right (Spare). For example, a cable serving Room 1103-B, being the twentieth drop from the northern most closet, would be marked on the faceplate and in the equipment room as "1.N.020". (No

permanent marker ink pen labeling shall be allowed.)The quantity and combination of devices on any given faceplate shall be configured by the Designer. This information, as well as locations of the outlets, shall be obtained from the specific requirements of the User Agency by the Designer and shown on the drawings. **As a minimum, each workstation shall be initially provided with three (3) jacks with three (3) cables, all Category \_\_ rated. The ANSI/TIA/EIA standard is a triplex outlet (voice, data, LAN) wired with three cables. Some applications may require more. The exact configuration and ratings shall be determined by the Designer in collaboration with the User Agency, OTM, and FPC requirements. Wiring diagrams are included herein indicating some of the wiring and termination requirements.**

## 2. Cable/Wire

- a. The telephone/voice station cabling shall consist of at least one (1), four (4)-pair, 24 AWG, UTP (Unshielded Twisted Pair) cable per outlet rated CMR or CMP by the NEC as required by the application. This cable shall have a **rating of Category \_\_ transmission characteristics, as required, and as specified by the ANSI/TIA/EIA-568-B standard, and installed completely (placement and terminations) by factory certified installers of such wiring.**
- b. The computer/data station cabling shall consist of at one (1) or more , four (4)-pair, 24 AWG, UTP (Unshielded Twisted Pair) cable per outlet rated CMR or CMP by the NEC as required by the application. This cable(s) shall have **Category \_\_ rated transmission characteristics, as required, and as specified by the ANSI/TIA/EIA-568-B standard, and installed completely (placement and terminations) by factory certified installers of such wiring.**
- c. The telephone/voice riser cables should consist of \_\_-pair (twisted), 24 AWG, **Category \_\_ rated**, solid annealed copper, fully colored coded, overlapped aluminum shield, and vertical riser or plenum rated (CMR or CMP by the NEC as required by application), or approved equal by the Designer. The formula to use for this is one (1) pair per hundred square feet of area served plus 25% spare capacity, minimum. All station cable (UTP voice and data) shall be manufactured by General Cable ONLY, as specified by OTM. No alternates or equals shall be approved. Jacket colors for all station cables shall be “Blue” for Primary Data, “Pink” for Secondary Data, and “White” for Voice. All voice riser and feeder cable (UTP) shall be manufactured by General Cable, **Avaya**, Essex, or approved equal by the Designer and OTM. Each manufacturer's name specified shall be accompanied with a model, series, or type name/number. **All voice cable shall be installed completely (placement and terminations) by qualified, experienced installers of such wiring.**
- d. When required, fiber optic riser cables shall be provided with a quantity of \_\_-fibers as required. The formula to use for this is twelve (12) fibers per floor, minimum. Fiber optic cable characteristics for multimode fiber shall comply with ANSI/TIA/EIA-492AAAA-A, "Detail Specification for 62.5 μm Core Diameter / 125 μm Cladding Diameter Class 1a Multimode, Graded Index Optical Waveguide Fibers". Fiber optic cable characteristics for single-mode fiber shall comply with ANSI/TIA/EIA-492CAAA, "Detail Specification for Class IVa Dispersion-Unshifted Single-mode Optical Fibers. All fiber optic cable shall be loose tube or tight bound type rated CM, CMP, or CMR by the NEC as required by application and manufactured by **Avaya** or Corning, or approved equivalent by the Designer and OTM. Each manufacturer's name specified shall be accompanied with a model, series, or type name/number. **Fiber optic cable shall be installed completely (placement and terminations) by factory certified installers of such wiring.**

## 3. Connection Hardware

- a. All voice UTP shall be terminated on 110 type connecting blocks or patch panels and data UTP on 110 type patch panels **all Category \_\_ rated**, as required, mounted on backboards, frames, and distribution racks, as required, and connected and arranged in color coded fields as required by OTM - see wiring diagrams herein. All connecting hardware shall be manufactured by Hubbell Premise Wiring ONLY, as specified by OTM. No alternates or equals shall be approved. **The Category rated connecting blocks and patch panels shall be mounted and connected by factory certified installers of such components.**
- b. All fiber optic cables shall be terminated in patch panels mounted on the backboards or distribution racks. The patch panels shall be Corning CCH or WCH type ONLY with appropriate bulkhead panels and blank fillers, as specified by OTM. No alternates or equals shall be approved. The fiber termination connectors shall be ceramic type SC, MT-RJ, or LC (as required) all as manufactured by AMP, **Avaya**, Corning, or approved equals by the

Designer and OTM. Each manufacturer listed shall be accompanied with a model, series, or type name/number. The relay racks shall be 19"W x 84"H (nominal) black aluminum free standing with bolt-down capability to any floor and grounding lugs, EIA Spec. No. RS-310C, or approved equal by the Designer.

- d. Data UTP patch panels mounted on relay racks shall be provided in the communications equipment/wiring rooms. The panels shall be 48-port / 2-rack space style, provided in quantities (as required) and be equipped with the necessary integral quantity (as required plus 25% spares) of eight (8)-pin, modular, RJ45 ports with 110 type wire connectivity, Category \_\_ compliant, and manufactured by Hubbell Premise Wiring ONLY, as specified by OTM. No alternates or equals shall be approved. **The panels shall be mounted and connected by factory certified installers of such equipment.** All Category rated components shall have EIA/TIA 568-B pin out. See wiring diagrams herein.

#### 4. Testing

- a. Testing shall be performed in the presence of a representative as designated by the Designer and/or FPC Project Manager. Sufficient advanced notice of test dates shall be provided to coordinate testing.
- b. All voice (station, riser & outside plant) cables and associated connection hardware shall be tested and documented by the Contractor. The test procedure shall demonstrate as a minimum:
1. Continuity (more than 2,600 ohms is considered an open)
  2. Shorts (60,000 ohms or less is considered a short)
  3. Proper polarity (tip and ring correct)
  4. Proper termination (splits & wrong terminations)
  5. Proper ground and shield bonding
  6. Grounded conductors (60,000 ohms or less to ground is considered a fault)
  7. Detection of AC or DC power on any conductor (power fault test)
  8. User's equipment must function normally when connected to the installed wiring.
- c. All UTP data station and riser cables and associated connection hardware shall be tested to certify the performance category of the link as installed. All Category rated station cables shall be tested in accordance with procedures laid out in ANSI/TIA/EIA-568-B for the "Permanent Link". Any cable that fails testing shall be reported along with the procedures used to rectify the failure (IE. Replaced cable, reterminated the jack, etc.). Contractor tests shall utilize an ANSI/TIA/EIA-568-B Level III compliant cable tester (Fluke DSP-4000, Microtest Omniscanner II, or equal). Electronic results for each UTP Category rated four pair cable in "pdf" file format shall be submitted on compact disk as a part of the Contractors as built project performance acceptance records. In addition to the above information the documentation shall include a pass/fail indication for the specified cable, the test date, the serial number and software version of the scanner used, and a copy of the calibration certificate of the scanner. File formats requiring proprietary software applications for reading the results shall not be acceptable. If the vendor requires additional information concerning the testing requirements, refer to ANSI/TIA/EIA-568-B. This document can be found in the TIA/EIA Telecommunications Building Wiring Standards. **Category rated testing shall be executed by factory trained technicians with ample field experience. Technician certification shall be submitted to the Designer with the test documentation.**
- d. The Contractor shall test, certify and document each fiber optic strand to meet the following attenuation specifications:
1. Power meter test: (cable length per 1000' times 1.22) + connector loss + splice loss = acceptable loss in dB @ 850 nm, nominal. End-to-end testing shall include all connectors and jumpers. The Contractor shall supply all required meters, jumpers and light sources for this test.
  2. OTDR Test shall be performed by the Contractor on each fiber strand and on each fiber segment installed at both 850 nm and 1300 nm for multimode cable. If single-mode cable is installed OTDR tests shall be performed at both 1310 nm and 1510 nm. Electronic results of the OTDR graphs for each fiber strand in "pdf" file format shall be presented on compact disk to the Designer. File formats requiring proprietary software applications for reading the results shall not be acceptable. Fiber terminations made on site shall be of factory quality and tested for attenuation loss not to exceed .5 dB per mated connection at 1300 nm for multimode fiber and 1550 nm for single mode fiber. **Fiber connector terminations and testing shall be made by factory trained technicians**

**with ample field experience. Fiber technician certification shall be submitted to the Designer with the fiber test documentation.**

**F. General**

1. Applicable Documents - The following current issues of standards and codes shall apply to all telecommunications related work:
  - a. ANSI/EIA/TIA Standards for Commercial Buildings (568B, 569, 570, 606, 607, TSBs)
  - b. BOCs and AT&T Plant Standards
  - c. Building Industry Consulting Services International (BICSI): Telecommunications Distribution Methods Manual (TDMM) Customer Owned Outside Plant (CO-OSP) Design Manual Telecommunications Cabling Installation Manual (TCIM)
  - d. FCC Part 68
  - e. National Electrical Code (NEC) & NFPA 70
  - f. Other State Adopted Codes
  - g. Underwriter's Laboratories
  - h. IEEE P1100 (Emerald Book)

In the event of ambiguities among the above documents, the more stringent shall prevail

**2. Maintenance Considerations**

All wiring shall be installed to maximize the safety, maintainability, and performance effectiveness of maintenance personnel and manpower. Terminations and splices shall be placed and supported with convenient accessibility so as to maximize the ease and efficiency with which it can be maintained. All cables in equipment/wiring rooms shall be provided with ten (10') foot long maintenance loops, when required, to facilitate future modifications.

### Definitions of Terms Used in this Section

|       |                                                          |
|-------|----------------------------------------------------------|
| A     | Amperes or Amps                                          |
| ACO   | All Communications Outlet                                |
| ADAAG | Americans with Disabilities Act Accessibility Guidelines |
| AFF   | Above Finished Floor                                     |
| ANSI  | American National Standards Institute                    |
| AWG   | American Wire Gauge                                      |
| BOCs  | Bell Operating Companies                                 |
| CM    | Communications (cable, general purpose)                  |
| CMP   | Communications Plenum (cable, fire rated)                |
| CMR   | Communications Riser (cable, fire rated)                 |
| EIA   | Electronics Institute of America                         |
| EMT   | Electrical Metallic Tubing                               |
| FCC   | Federal Communications Commission                        |
| FPC   | Facility Planning & Control                              |
| HVAC  | Heating, Ventilating, and Air Conditioning               |
| IBM   | International Business Machines                          |
| IEEE  | Institute of Electrical and Electronics Engineers        |
| LAN   | Local Area Network                                       |
| NEC   | National Electrical Code                                 |
| nm    | nanometer                                                |
| OIS   | Office of Information Services                           |
| OTDR  | Optical Time Domain Reflectometer                        |
| OTM   | Office of Telecommunications Management                  |
| PBX   | Private Branch Exchange                                  |
| RMC   | Rigid Metallic Conduit                                   |
| RNC   | Rigid Nonmetallic Conduit                                |
| TIA   | Telecommunications Institute of America                  |
| UPS   | Uninterruptible Power Supply                             |
| UTP   | Unshielded Twisted Pair                                  |
| VAC   | Volts Alternating Current                                |

### NOTES

**SOLICITATION RL - 839  
PART G**

**Facility Planning & Control  
GUIDELINES FOR ELECTRICAL DESIGNERS**

The Electrical Designer shall comply with all requirements applicable to this Project. Electrical Design shall comply with the applicable articles in the current State adopted codes and laws for electrical systems in/on State owned or leased facilities.

The minimum services required, at each Phase Submittal of the Electrical Design are listed in the General Instructions to Designers. For the purposes of this document, special systems are any systems not required by codes, but which the Owner approves. Examples of special systems are: CATV/CCTV, fire alarm (when not required by code), intercom/paging, lightning protection, nurse call, PA, security, telecommunications distribution, TVSS, etc. All Design Phase and Construction Documents submitted must be project specific. Submittals with insufficient information or information not applying to the Project will be rejected and returned. Requirements that shall be included, at the appropriate phase of the project, shall include, **but not be limited to**, the following:

**NOTE: It is the responsibility of the Prime Designer, Sub-Designer(s), and/or Lessor to ensure that all electrical and communications systems and associated space quantities, sizes and environments are coordinated to meet all requirements herein. In the event of ambiguities, the more stringent shall prevail.**

**Electrical Equipment Rooms**

1. The rooms shall be designed for electrical lighting and power control equipment only. This space shall not be shared with communications, fire alarm, mechanical, and/or security systems equipment.
2. The locations of the rooms shall be as close to the load center as feasible so as to minimize the lengths of sub-feeders and branch circuits. The room elevation shall be above any potential floodwater.
3. The room shall be provided with the proper architectural, HVAC, and lighting environment for electrical equipment. Ensure that inter-disciplinary coordination is accomplished.
4. Unless otherwise required, one (1) 120 VAC, 20 A branch circuit terminated with two (2) duplex receptacles, minimum, shall be provided in the room. The location/spacing of the receptacles shall accommodate the room/equipment layout such that they will be conveniently accessible to maintenance personnel.
5. Fluorescent lighting shall be provided in the room at an illumination level of approximately 50 footcandles.

**Raceways**

1. Conduit
  - a. EMT shall be used for indoor applications unless code or User requirements mandate other types of raceway systems. All EMT couplings, outlet bodies, and terminations shall be compression type.
  - b. IMC may be substituted for RMC applications as permitted by the National Electrical Code. All couplings, outlet bodies, and terminations shall be threaded type.
  - c. RMC shall be used outdoors above ground and in transitions from underground to above ground. All couplings, outlet bodies, and terminations shall be threaded type.
  - d. RNC, schedule 40, minimum, shall be used underground encased in concrete. The concrete shall be 1500 psi, minimum, poured and formed to give a three (3) inch cover around the conduit(s), minimum. The entire encasement shall be dyed red. The depth of earth cover shall depend on the application in accordance with the NEC and NESC, as a minimum.
  - e. Appropriate type pull lines shall be provided in all empty conduit. Pull lines shall be metallic/tracer type when placed in underground RNC. End caps shall be provided on all empty conduit terminations.
  - f. Bushings shall be provided on all conduit terminations.
  - g. The contract documents shall ensure that all penetrations (i.e. conduit, thimbles, etc.) in rated vertical and horizontal partitions are properly protected in accordance with referenced codes.

- h. All underground stub conduit shall be sealed with a waterproof compound. Foam type compounds are not acceptable.
- 2. Road crossings shall be constructed as required by the User Agency and the appropriate government authority, if applicable. Some roads such as city, parish, or state streets and highways require permits and special methods of crossing (cut & patch, bore, steel casing, etc.).

### Wiring Outlets and Devices

- 1. Appliance, Lighting, and Receptacle Outlets and Switch Boxes
  - a. Outlets shall be provided in types, quantities, and mounting locations as required by the User Agency and applicable codes and laws referenced in these documents.
  - b. Outlets shall be equipped with any combination of different wiring devices as required by the User Agency. Locations of the outlets shall be obtained from the specific requirements of the User Agency.
- 2. Devices
  - a. All 120 VAC, duplex receptacles shall be rated for 20 A capacity. Wiring terminations shall be made with screw type terminals.
  - b. All 120 and 277 VAC lighting switches shall be toggle type rated for 20 A capacity. Wiring terminations shall be made with screw type terminals.
  - c. Device and cover plate colors will be User Agency choice, coordinated through the Designer. Cover plate material shall be polycarbonate unless application justifies other such as finished aluminum and stainless steels. Phenolic will not be acceptable.
- 3. Lighting
  - a. Four (4) ft fluorescent lighting shall be used in interior space unless there is sufficient justification to use a different type such as metal halide.
    - 1. Fixtures with acrylic/prismatic diffusers are acceptable for use in break rooms, most classrooms, corridors, equipment rooms, examination/consultation rooms, some office rooms, and rest rooms.
    - 2. Fixtures with parabolic louvers, with shallow depth cells, three (3) inches maximum, are acceptable for use in areas that require low glare such as administrative type rooms, PC labs, some classrooms & office rooms, and video conference areas.
  - b. Incandescent lighting shall not be used anywhere unless absolutely necessary such as for display or where dimming is required.
  - c. High pressure sodium type lighting shall be used for exterior lighting, unless there is sufficient justification to use a different type such as metal halide.
  - d. Exit lighting shall be LED type with battery backup unless the facility has an emergency generator; then, battery backup is not required unless otherwise required by code.
  - e. Fluorescent ballasts shall be electronic type with 20% THD nominal, unless otherwise required.
  - f. High intensity discharge ballasts shall be constant wattage, high power factor type unless otherwise required.
  - g. All ballasts shall be specified using FPC ballast specification guidelines as a basis. A copy will be provided to the Designer and/or Sub-Designer(s) as required.
- 4. Transformers
  - a. Indoor transformers shall be dry type.
  - b. Outdoor transformers, 75 KVA and larger, shall be pad mount, oil filled. Smaller transformers used outdoors may be dry types designed for weatherproof application.
  - c. K-rated transformers shall be used to serve nonlinear, initial loads only. Provide characteristics and calculations with design development submittal for the applications intended, based on ANSI/IEEE C57.110-1986 (R1993) or equivalent.
  - d. All transformers shall be designed in accordance with the NEC, NESC, IEEE applicable colored books, and good engineering and construction standards.
    - 1. Some requirements are:
      - a. Copper windings
      - b. 150 degree F temperature rises, unless otherwise required.
- 5. Cable and Wire
  - a. All medium/high voltage cable shall be designed in accordance with the NEC, NESC, IEEE applicable colored books, and good engineering and construction practices.
  - b. Some requirements are:

1. EPR insulated (XLPE types are not acceptable)
  2. Copper conductors
  3. Tape type shields
  4. Extended manufacturer warranties
- c. Specify medium/high voltage splices to be performed by qualified, experienced cable splicers.
- d. Aluminum feeders No. 2 AWG and larger will be considered only by written request to the FPC Project Manager and as long as conduit is sized appropriately and splices/terminations are made-up to prevent dissimilar metal galvanic action, oxidation, and different rates of contraction/expansion. Electrical Designer shall specify materials and methods.
- e. Low voltage branch circuits shall be copper with the proper insulation for the voltage class and application. Aluminum alloy (AA-8000 series) may be used under certain conditions, such as conductor size (No.2 AWG and larger), application (Panelboard and motor feeders), etc. Obtain approval from the FPC Project Manager prior to selection if aluminum is proposed.
6. Services
- a. A statement defining electric service(s) shall be included in the Schematic Design Phase Submittal Documents.
- b. The Electrical Designer shall coordinate each service with the User Agency, and shall design appropriate service or services with respect to voltage, type of service, location, metering, disconnects, poles, transformers, pads, conduits and conductor type, pull points, etc. Where pad mounted transformers are used, the supporting concrete pad shall be detailed on the drawings, and where applicable shall be in accordance with the serving public utility company's requirements. Where an electric service or group of services must be obtained from a utility company, the Electrical Designer shall obtain a written proposal, from the utility company, detailing the utility company's portion of the service or services, and provide this information in the contract documents. If there are charges for the utility company's portion of the electric service, the amount of the charges are to be listed in the proposal letter, which shall be forwarded to the Owner (Project Manager). The Owner, will furnish notice of acceptance of the proposal, directly to the utility company, and charges will be paid directly to the utility company upon presentation of an invoice for the work, after the utility company's portion of the work is completed.
- c. Where a User Agency has its own distribution system, coordinate each required service with the User Agency and design a complete service, which extends back to a mutually agreed point. Coordinate type of system and equipment so as to integrate with existing distribution system. Verify that the existing electrical system has adequate capacity to accommodate all modifications and additions required by the new project. The Electrical Designer's responsibility shall extend to the location of the source of power for the project. Metering, required by the User, shall be provided for in the system design. Considerations for metering shall be for EMS interface, allocation of energy costs. The Electrical Designer shall coordinate any site temporary power requirements with the Designer. If temporary power is not provided for in the Designer's plans and specifications, as a responsibility of the General Contractor, temporary power provisions shall be included in Division 16 - Electrical. If temporary power provisions are required in Division 1 of the specification, these provisions shall not be duplicated in Division 16.
- d. References to Utility Company and/or User Agency drawings and specifications alone, in defining service provisions, will not be acceptable.
7. Grounding
- Grounding of services, electrodes, steel columns, cold water pipes, and equipment shall be in accordance with the NEC, NESC, IEEE Green Book, and good design & construction practices. a. Some requirements are:
1. Copper clad electrodes 3/4" x 10' minimum
  2. Bonding to cold water pipes "only" is not acceptable.
  3. Connections made underground and other inaccessible locations shall be exothermally welded.
  4. Conductors shall be stranded copper installed with the least number of bends as possible.
5. Conduit shall be nonmagnetic.



**Definitions of Terms Used in this Section**

|            |                                                                                                              |
|------------|--------------------------------------------------------------------------------------------------------------|
| A          | Amperes or Amps                                                                                              |
| ADAAG      | Americans with Disabilities Act Accessibility Guidelines                                                     |
| ASHRAE/IES | American Society of Heating, Refrigeration, and Air Conditioning Engineers /Illuminating Engineering Society |
| AWG        | American Wire Gauge                                                                                          |
| CCTV       | Closed Circuit TeleVision                                                                                    |
| EMS        | Energy Management System                                                                                     |
| EMT        | Electrical Metallic Tubing                                                                                   |
| FPC        | Facility Planning & Control                                                                                  |
| HVAC       | Heating, Ventilation, and Air Conditioning                                                                   |
| IMC        | Intermediate Metallic Conduit                                                                                |
| NEC        | National Electrical Code                                                                                     |
| NESC       | National Electrical Safety Code                                                                              |
| PA         | Public Address                                                                                               |
| RMC        | Rigid Metallic Conduit                                                                                       |
| RNC        | Rigid Nonmetallic Conduit                                                                                    |
| TVSS       | Transient Voltage Surge Suppression                                                                          |
| VAC        | Volts Alternating Current                                                                                    |

**NOTES**



## RECOMMENDATION TO APPROVE A LEASE WITH WOMAN'S HOSPITAL TO HOUSE CLINIC SPACE FOR WOMEN'S SERVICES

**To: Members of the Board of Supervisors**

**Date: December 9, 2011**

### **Significant Board Matter**

Pursuant to Article VII, Section 8, D.2(a) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.2(a) The assignment, lease, transfer, encumbrance or sale of land, mineral rights, rights-of-way, servitudes, or other immovable property owned or controlled by LSU. . .

#### **1. Summary of the Matter**

The Health Care Services Division (HCSD) requests approval to enter into a Lease Agreement with Woman's Hospital in Baton Rouge for approximately 6,980 square feet of clinic space in the Woman's Physician Office Tower being constructed at their new campus on Airline Highway. Woman's Hospital will construct the space to house the HCSD/Earl K. Long Medical Center Obstetric and Gynecologic (OB/GYN) Residency Program outpatient clinics.

In July, 2011, the LSU OB/GYN Residency Program at Earl K. Long Medical Center in Baton Rouge relocated their primary inpatient services to the current Woman's Hospital facility on Airline Highway. In order to assure the most efficient use of resident resources, allow the highest quality of care for patients and to improve the teaching mission of the program, it is proposed that in June, 2012, the outpatient clinic services for obstetrics would relocate to the Physician Office Tower at the new Woman's Hospital campus. This allows both residents and faculty to practice in the outpatient setting within close proximity to the hospital where deliveries will be performed.

#### **2. Review of Business Plan**

The HCSD/Earl K. Long Medical Center will lease approximately 6980 sf of space for the ongoing operation of the outpatient OB/GYN clinics at a cost of \$11,825.28 per month. This is a per square foot cost of \$20.33 that is at current market value for leased medical office space in the Baton Rouge area.

#### **3. Fiscal Impact**

The cost to HCSD/Earl K. Long will be \$141,903.40 annually. The cost will be offset in part or in whole through collections of facility fees and professional fees from the services performed in this clinic space.

#### **4. Description of Competitive Process**

Woman's Hospital has agreed through formal Graduate Medical Education Affiliation agreements to serve as the primary teaching site for the LSU/EKL OB/GYN Residency Program. This agreement became effective July 1, 2011. This lease is being requested as a sole source since the resident training clinics are optimally located on the same campus as the inpatient activity. With OB/GYN, the unpredictable nature of delivering babies makes it imperative that faculty and residents are located in close proximity to the hospital for the highest efficiency and quality of patient care.

**5. Review of Legal Documents**

Lease document has been reviewed and appears to be in order.

**6. Parties of Interest**

- LSU Earl K. Long Medical Center
- Woman's Hospital, Baton Rouge
- LSU Earl K. Long OB/GYN Residency Program

**7. Related Transactions**

None

**8. Conflicts of Interest**

None known.

**ATTACHMENTS:**

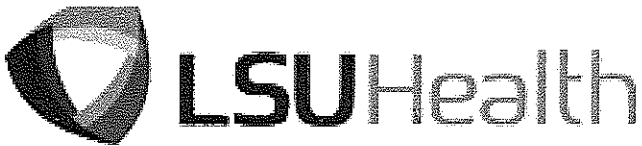
- Letter from Dr. Roxane A. Townsend, MD, CEO HCSD
- Sole Source Declaration
- Lease Agreement (*Due to volume, the Lease Agreement will be found on the Board of Supervisors website located with the Agenda.*)

**RECOMMENDATION**

It is recommended that the LSU Board of Supervisors adopt the following resolution:

**"NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize John V. Lombardi, President, LSU System, or his designee, to execute a lease of approximately 6,980 square feet of space for the LSU Health Care Services Division - Earl K. Long Medical Center at an annual rate of \$141,903.40 to house the LSU/EKL OB/GYN Residency Program Clinics;

**BE IT FURTHER RESOLVED** that John V. Lombardi, President, or his designee, is authorized by and empowered for and on behalf of and in the name of the Board of Supervisors to include in the agreement such terms and conditions that he may deem in the best interest of the LSU Board of Supervisors."



WWW.LSUHOSPITALS.ORG

- BOGALUSA MEDICAL CENTER - BOGALUSA
- EARL K. LONG MEDICAL CENTER - BATON ROUGE
- LALLIE KEMP REGIONAL MEDICAL CENTER - INDEPENDENCE
- LEONARD J. CHABERT MEDICAL CENTER - HOUMA
- INTERIM LSU PUBLIC HOSPITAL - NEW ORLEANS
- UNIVERSITY MEDICAL CENTER - LAFAYETTE
- W.O. MOSS REGIONAL MEDICAL CENTER - LAKE CHARLES

November 3, 2012

RECEIVED

NOV 08 2011

PROPERTY & FACILITIES

Frederick P. Cerise, MD  
Vice President  
Office of Health Affairs and Medical Education  
Louisiana State University System  
3810 West Lakeshore Drive  
Baton Rouge, Louisiana 70808

Re: LSU Health Baton Rouge, OB & GYN Clinic  
FY 12 & FY17, (June 2012 through May 2017)  
Commercial Lease Agreement

Notice of Significant Board Matter, requiring the review and approval by the LSU Board of Supervisors, please find:

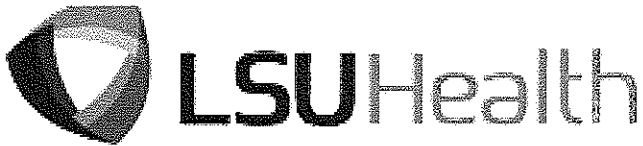
- Commercial lease agreement between Woman's Hospital and the Earl K. Long Medical Center for the LSU Health Baton Rouge OB & Gyn Clinic
- Sole Source Justification
- Floor Plans (1/8<sup>th</sup> inch to scale)
- State of Louisiana, Division of Administration, Office of Facility Planning & Control, Form RL-2A, Lease Application

The lease is for a certain building space identified as approximately 6,980 useable square feet located at the Woman's Physician office Building (new campus), 500 Rue de la Vie, Baton Rouge, Louisiana 70817, Suite 414.

The Earl K. Long Medical Center respectfully requests your favorable review and facilitation of the required consideration and approval to proceed from the LSU Board of Supervisors.

Sincerely,

Roxane A. Townsend, MD  
Interim Chief Executive Officer, Earl K. Long Medical Center  
Interim Chief Executive Officer, Health Care Services Division



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- BOGALUSA MEDICAL CENTER - BOGALUSA
- EARL K. LONG MEDICAL CENTER - BATON ROUGE
- LALLIE KEMP REGIONAL MEDICAL CENTER - INDEPENDENCE
- LEONARD J. CHABERT MEDICAL CENTER - HOUMA
- INTERIM LSU PUBLIC HOSPITAL - NEW ORLEANS
- UNIVERSITY MEDICAL CENTER - LAFAYETTE
- W.O. MOSS REGIONAL MEDICAL CENTER - LAKE CHARLES

November 2, 2011

John Davis, Director  
Facility Planning & Control  
Real Estate Leasing Section  
P.O. Box 94095  
Baton Rouge, LA 70804-9095

Re: Sole Source Justification

Mr. Davis:

This correspondence is to serve as sole source justification for the leasing of clinic space at Woman's Hospital's new campus located at 500 Rue de la Vie, Baton Rouge, LA 70818.

Effective July 2011, Earl K. Long Medical Center closed its Labor & Delivery services and inpatient Obstetric services due to budgetary constraints. These services for LSU patients are now being provided at Woman's Hospital's Airline Highway location more cost effectively and efficiently for our patient population and resident training. With the transfer of these services, resident training and faculty supervision has been enhanced with an increase in volume for all aspects of Obstetrical services for the LSU Obstetrics & Gynecology (Ob/Gyn) – Baton Rouge program.

In June 2012, Woman's Hospital will be moving to a new innovative campus and will become the program's major training site. The Graduate Medical Education Administrative and Faculty offices will be located at the new campus, and adjacent to the proposed clinic space. To further LSU's mission of providing quality medical education and comply with its accreditation requirements with the Accreditation Council for Graduate Medical Education (ACGME), it is in the best interest of the patients, residents and faculty that all aspects of the training program, including inpatient and outpatient clinic services, are located in the same geographical space, Woman's Hospital's new campus.

In addition, the close proximity of the outpatient clinic to the hospital setting would facilitate direct access to inpatient care for emergent high risk obstetrical clinic patients as well as provide a smooth transition of care between residents and faculty for all patients. The residency program is held accountable for optimizing and documenting proper transition of care by the ACGME. After due diligence by LSU, there is no other location that will provide the advantages of this location for our patients, residents and faculty while also allowing the LSU OB/GYN Baton Rouge program to comply with the requirements of the ACGME.

ACGME Obstetrics and Gynecology Program Requirements mandate the following:

Program Requirement II.B.1.c:

On an obstetrics and gynecology service, adequate supervision requires the 24-hour presence of faculty in the hospital except when residents are not assigned in-house call

responsibilities. Faculty must be immediately available to the resident if clinical activity is taking place in the operating rooms and/or labor and delivery areas. Faculty must be within easy walking distance of patient care units. **Clinical services provided in ambulatory (office) locations require on-site supervision.** Open and generously used lines of two-way communication are important and should be encouraged.

Program Requirements.Transitions of Care:

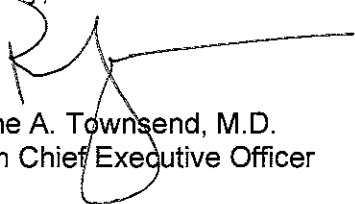
VI.B.1. Programs must design clinical assignments to minimize the number of transitions in patient care.

VI.B.2. Sponsoring institutions and programs must ensure and monitor effective, structured hand-over processes to facilitate both continuity of care and patient safety.

In summary, the relocation of the outpatient clinic to Woman's Hospital's new campus would provide for an organized, efficient, safe and cost-effective health care delivery system. This would greatly benefit the LSU Obstetrics and Gynecology Program – Baton Rouge, optimizing resident training and supervision and the delivery of patient care.

If any further information is needed, please contact the Contract Coordinator, Rhonda Dendy, at 225-358-1120.

Sincerely,

A handwritten signature in black ink, appearing to be 'Roxane A. Townsend', with a long horizontal line extending to the right.

Roxane A. Townsend, M.D.  
Interim Chief Executive Officer

Teri G. Fontenot, FACHE  
President and CEO



November 3, 2011

Roxanne A. Townsend, M.D.  
Interim CEO  
c/o Rhonda Dendy, Contracts  
Earl K. Long Medical Center  
5825 Airline Highway  
Baton Rouge, Louisiana 70805

Re: Space to Be Leased at the New Woman's Hospital for LSU's OB Clinic

Dear Dr. Townsend:

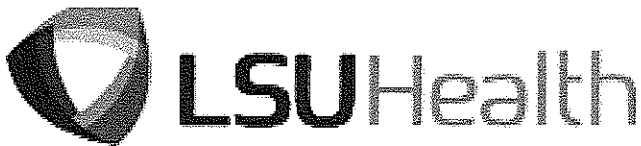
As you know, we have been working with representatives of LSU and members of your team to move LSU's OB/Gyn Residency program to our new campus. This letter will summarize our proposal for the space to be used by LSU's OB Clinic.

|                              |                                                                                                                            |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| Location:                    | Woman's Physician Office Building (new campus)                                                                             |
| Address:                     | 500 Rue de la Vie<br>Baton Rouge, Louisiana 70817                                                                          |
| Suite:                       | 414                                                                                                                        |
| Approximate Size:            | 6,980 useable square feet                                                                                                  |
| Buildout Allowance:          | \$71.50 per square foot                                                                                                    |
| Initial Lease Rate:          | \$20.33                                                                                                                    |
| Initial Lease Term:          | Five years                                                                                                                 |
| Lease Rate Increase Process: | Potential annual increase of up to 3% based on market survey                                                               |
| Lessor Name:                 | Woman's Hospital Foundation                                                                                                |
| Lessor Representative:       | Stanley F. Shelton                                                                                                         |
| Lessor Address:              | Current - 9050 Airline Highway<br>Baton Rouge, Louisiana 70815<br>Future - 100 Woman's Way<br>Baton Rouge, Louisiana 70817 |
| Lessor Phone Number:         | 225.924.8645                                                                                                               |

Please contact me at 924.8645 if you have any questions about this information.

Sincerely,

Stanley F. Shelton  
Senior Vice President



WWW.LSUHOSPITALS.ORG

- BOGALUSA MEDICAL CENTER - BOGALUSA
- EARL K. LONG MEDICAL CENTER - BATON ROUGE
- LALLIE KEMP REGIONAL MEDICAL CENTER - INDEPENDENCE
- LEONARD J. CHABERT MEDICAL CENTER - HOUMA
- INTERIM LSU PUBLIC HOSPITAL - NEW ORLEANS
- UNIVERSITY MEDICAL CENTER - LAFAYETTE
- W.O. MOSS REGIONAL MEDICAL CENTER - LAKE CHARLES

November 7, 2011

Mr. James G. Howell  
Assistant Vice President and University Architect  
3810 West Lakeshore Drive, Suite 109  
Baton Rouge, LA 70808

Mr. Howell:

Attached please find the Earl K. Long Medical Center request for Rental of clinic space for Women's Services at the New Woman's Hospital location, for your review and submission to be placed on the next LSU Board of Supervisors meeting Agenda.

As a special attachment please find page 2 of a Woman's Hospital lease document that Dr. Townsend approved to be added to the package. It is the Rent/Rental Adjustment clause that Mr. Stanley Shelton, Senior Vice President of Woman's Hospital Foundation insisted is brought to your attention early in this process. Mr. Shelton has stated from the beginning that EKL must be able to adhere to the same Rent/Rental Adjustment that all of the other tenants in their building have signed for.

Also attached is the:

- a. Sole Source Justification Letter from Dr. Townsend,
- b. Rent proposal letter from Woman's Hospital Foundation
- c. Significant Board Matter Letter
- d. RL-2 (A) Form – Request for Negotiable Lease

Please contact Kim Sangari, COO, Earl K. Long Medical Center if there are any questions or comments.

Sincerely,

A handwritten signature in cursive script that reads 'Rhonda Dendy'.

Rhonda Dendy  
Earl K. Long Medical Center  
Administrative Program Manager 1



LEASE AGREEMENT  
FOR  
WOMAN'S HOSPITAL FOUNDATION

LANDLORD: WOMAN'S HOSPITAL FOUNDATION

TENANT: \_\_\_\_\_

SUITE NUMBER: \_\_\_\_\_ AREA: \_\_\_\_\_

TERM: FIVE (5) YEARS

LEASE AGREEMENT

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STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

LEASE AGREEMENT

THIS LEASE ("Lease") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between WOMAN'S HOSPITAL FOUNDATION, a Louisiana nonprofit corporation with its business office at 9050 Airline Highway, Baton Rouge, Louisiana, 70815, (hereinafter called "Landlord"); and \_\_\_\_\_ (hereinafter called "Tenant").

W I T N E S S E T H :

WHEREAS, Landlord will construct a medical office building (the "Building") on certain real property located in East Baton Rouge Parish, Louisiana adjacent to the new Woman's Hospital, as is more particularly described in Exhibit "A" attached hereto and made a part hereof by reference (hereinafter referred to as the "Property"); and

WHEREAS, Tenant desires to lease space in the Building, and Landlord is willing to lease space in the Building to Tenant, upon the terms, conditions, and provisions hereinafter set forth;

NOW, THEREFORE, in consideration of the Premises hereof, the mutual benefits to be derived hereby, the payment by Tenant of the Rent reserved herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

PREMISES

1. Landlord does hereby rent and lease to Tenant and Tenant does hereby rent and lease from Landlord for the practice of \_\_\_\_\_ the following described space (hereinafter called the "Premises"): Approximately \_\_\_\_\_ square feet of usable space in the Building, the location of the Premises to be agreed upon between Landlord and Tenant when the final design of the Building is complete. Following the completion of the Building design, Landlord will provide Tenant with the location of the Premises in the Building. Tenant will have ten (10) days from receipt of such notice from Landlord to agree to the location of the Premises ("Tenant Premises Approval Period"). In the event Landlord and Tenant are unable to agree upon the location of the Premises within the Tenant Premises Approval Period, Tenant shall have the option to terminate this Lease by written notice to Landlord given within five (5) days after expiration of the Tenant Premises Approval Period, in which event this Lease shall terminate and the Existing Lease will remain in full force and effect. If Tenant fails to timely send a notice of termination as set forth above, Tenant will be deemed to have accepted the location of the Premises as provided by Landlord.

LEASE TERM

2. Tenant shall have and hold the Premises for a term (the "Primary Term") commencing on the earlier of (i) the date agreed to by Landlord and Tenant; or (ii) the date the Premises is delivered by Landlord to Tenant for occupancy (the "Commencement Date"), and shall terminate at noon on the last day (the "Expiration Date") of the sixtieth (60<sup>th</sup>) full calendar month following the Commencement Date, unless sooner

terminated or extended as hereinafter provided. Within ten (10) days following the Commencement Date, Landlord and Tenant shall enter into a letter agreement in the form attached hereto as Exhibit "B" (Acknowledgment, Acceptance and Amendment), specifying the Commencement Date, the Expiration Date, the exact amount of useable space contained within the Premises and the exact amount of the monthly Base Rent (as hereinafter defined) payable hereunder.

#### RENT/RENTAL ADJUSTMENT

3. Beginning on the Commencement Date, Tenant shall pay Landlord, at the address specified above, or at such other place as Landlord shall designate in writing to Tenant, an annual rental, initially in an amount equal to [the per square foot rental rate being charged to physicians for lease of office space in Landlord's existing medical office building located adjacent to the existing Woman's Hospital, 9050 Airline Highway, Baton Rouge, Louisiana 70815 at the time the Premises is ready for occupancy by Tenant] times the number of square feet of usable area (as calculated by Landlord under the Building Owner's and Manager's Association (BOMA) standard unit of measurement) contained within the Premises, to the nearest square foot, payable in equal monthly installments (hereinafter referred to as "Base Rent"), due on the first day of each calendar month, in advance, in legal tender of the United States of America, without abatement, demand, deduction or offset whatsoever, except as may be expressly provided in this Lease. If the Commencement Date should be a date other than the first day of a calendar month, the first monthly Rent installment shall be due on the Commencement Date and shall be prorated to the end of that calendar month. Tenant shall pay, as additional rent hereunder, all other sums due from Tenant to Landlord under this Lease (hereinafter referred to as "Additional Rent") (the term "Rent", as used herein, means all monthly Rent and Additional Rent payable hereunder from Tenant to Landlord). Monthly rental payments will be made by debit service agreement for preauthorized payments through the banking industry's automated clearinghouse. On the Commencement Date, the Existing Lease shall be deemed terminated, and Landlord's obligations to Tenant and Tenant's obligations to Landlord shall be as set forth in this Lease. In the event this Lease is terminated prior to the Commencement Date, then the Existing Lease will remain in full force and effect.

Landlord and Tenant agree that the Base Rent set forth above may be increased annually on the first day of each Lease Year by an amount not to exceed three percent (3%) of the Base Rent payable hereunder for the previous Lease Year. The percentage increase shall be determined at Landlord's discretion and Landlord agrees to give consideration to the prevailing market rate for similar medical office space. The term "Lease Year", as used herein shall mean each and every twelve (12) month period during the term of this Lease, with the first such twelve (12) month period commencing on the Commencement Date, if the Commencement Date is on the first day of a calendar month, and, if not, the first such twelve (12) month period shall commence on the first day of the calendar month immediately following the Commencement Date. In the event that Landlord provides Tenant financial assistance for remodeling the Premises, the parties agree to enter into a supplemental agreement for repayment of such amounts through increased Rent payments or other methods and to incorporate such agreement as a supplement to this Lease.

LATE CHARGE

4. Other remedies for non-payment of Rent notwithstanding, if the monthly Base Rent is not received by Landlord on or before the tenth (10th) day of the month for which the Base Rent is due, or if any other payment due Landlord by Tenant is not received by Landlord on or before the tenth (10th) day of the month (i) next following the month in which such payment is due as herein provided, or (ii) in which Tenant was invoiced, a late charge of five percent (5%) of such past due amount for each month such amount is past due shall be due and payable as Additional Rent in addition to such amounts owed under this Lease.

PARTIAL  
PAYMENT

5. No payment by Tenant or acceptance by Landlord of an amount less than the Rent herein stipulated shall be deemed a waiver of any other Rent due. No partial payment or endorsement on any check or any letter accompanying such payment of Rent shall be deemed an accord and satisfaction, but Landlord may accept such payment without prejudice to Landlord's right to collect the balance of any Rent due under the terms of this Lease or any late charge assessed against Tenant hereunder.

CONSTRUCTION  
OF THIS  
AGREEMENT

6. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant of its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. Time is of the essence for this Agreement.

USE OF  
PREMISES

7. (a) The Building is classified as "business occupancy" as determined by the Life Safety Code of the National Fire Protection Agency and enforced by the Louisiana State Fire Marshal. Tenant shall not do, or permit to be done in its Premises, anything that would result in the Building being classified other than "business occupancy" without prior written consent of Landlord. If there is any question as to whether any activity is allowed in a facility classified as "business occupancy", a written opinion shall be requested from the Louisiana State Fire Marshal.

(b) Tenant shall use and occupy the Premises only as an office for professional services associated with Tenant's practice of medicine or dentistry, as aforesaid, and for no other purpose whatsoever, and such use shall be performed in strict compliance with the Code of Ethics of such profession. Such professional services including ancillary patient services, shall be provided by Tenant only for Tenant's own patients.

(c) The Premises shall not be used for any unlawful purpose, nor shall Tenant cause, maintain or allow any nuisance in the Premises or the Building, nor use nor allow the use of the Premises for any purpose in violation of any applicable laws, rules or regulations, including without limitation applicable regulations of any governmental body and zoning code requirements and conditions, nor in any manner to create any trespass, nor vitiate the insurance or increase the rate of insurance on the Premises or the Building.

(d) If Tenant, or any physician practicing with Tenant, loses its license or is convicted of a felonious criminal offense, and is not removed from the Tenant's group within ten (10) days of the loss of license or the conviction, Landlord shall have the right, at Landlord's election, to

terminate this Lease.

(e) Tenant shall not use premises for any purpose incompatible with the interest of Woman's Hospital Foundation; the determination of incompatibility shall be made at the discretion of Woman's Hospital Foundation and considered an Event of Default as defined in Paragraph 26.

#### DEFINITIONS

8. "Landlord", as used in this Lease, shall mean and include Woman's Hospital Foundation, and its representatives, assigns and successors in title to the Premises. "Tenant" shall mean \_\_\_\_\_, and its heirs, successors, representatives, agents, employees, and contractors and if this Lease shall be validly assigned or sublet, shall also include Tenant's assignees or sublessees, as to the Premises, or portion thereof, covered by such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, individual, or corporation, partnership, limited liability company, (and if an entity, its officers, employees, agents or attorneys), as may fit the particular parties.

#### REPAIRS BY LANDLORD

9. Tenant, by taking possession of the Premises, shall accept and shall be held to have accepted the Premises as suitable for the use intended by this Lease, and except for latent defects discovered by Tenant and reported to Landlord in writing within the first Lease Year, Landlord shall not be required to make any repairs or improvements to the Premises, except for repairs to the exterior walls, windows, doors and roof of the Building; public corridors, stairs, elevators, storage rooms and restrooms and other common areas; the air conditioning, electrical and plumbing systems of the Building; and the walks, paving and landscaping surrounding the Building, provided such repairs are not necessitated by any act or omission of Tenant, Tenant's invitees or anyone in the employ or control of Tenant.

#### REPAIRS BY TENANT

10. Tenant shall, at its own cost and expense, maintain the Premises in a neat and clean, first class condition, including all necessary repairs and replacements. Tenant shall further, at its own cost and expense, repair or restore any damage or injury to all or any part of the Building caused by Tenant or Tenant's agents, employees, invitees, licensees, visitors or contractors, including but not limited to any repairs or replacements necessitated by (a) the construction or installation of improvements to the Premises by or on behalf of Tenant, (b) the installation, use or operation of Tenant's property, or (c) the moving of any property into or out of the Premises; provided, however, if Tenant fails to make such repairs or replacements promptly, Landlord may, at its option, make arrangements to have the repairs and replacements performed and the costs of such repairs and replacements shall be charged to Tenant as Additional Rent and shall become due and payable by Tenant with the monthly installment of Base Rent next due hereunder.

#### ALTERATIONS AND IMPROVEMENTS

11. Tenant shall not make or allow to be made any alterations, physical additions or improvements in or to the Premises without first obtaining in writing Landlord's written consent for such alterations or additions, which consent shall not be unreasonably withheld, provided that any such alterations, additions or improvements are done in accordance with Landlord's standard construction guidelines and all applicable laws,

rules and regulations. Any alterations, physical additions or improvements shall at once become the property of Landlord; provided, however, Landlord, at its option, may require Tenant to remove any physical additions or improvements in order to restore the Premises to the condition existing at the time Tenant took possession. All costs of alterations, additions or improvements shall be borne by Tenant. Landlord shall, under no circumstances during the term of this Lease, or any extensions or renewals thereof, be required to carry any insurance on or to indemnify any party in case of any damage or loss to said alterations, additions or improvements or to improvements made by Landlord for the benefit of Tenant; and, provided further, that under no circumstances shall Landlord be required to pay, during the term of this Lease and any extensions or renewals thereof, any ad valorem or property tax on such alterations, additions or improvements, Tenant hereby covenanting to pay all such taxes when they become due. In the event any alterations, additions, improvements or repairs are to be performed by contractors or workmen other than Landlord's contractors or workmen, any such contractors or workmen must first be approved by Landlord. Landlord agrees to assign to Tenant any rights it may have against the contractors of the Premises with respect to any work performed by said contractor in connection with improvements made by Landlord at the request of Tenant. Tenant will not permit to be created any lien, encumbrance or charge arising out of any work done at the Premises by any contractor, mechanic, laborer or materialman by or on the behalf of Tenant. If any such lien, encumbrance or charge is filed against the Premises or any part of the Property as a result of Tenant's work, Tenant will, within 30 days after notice of the filing, cause it to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant fails to cause the lien or notice of lien to be discharged within the 30-day period, Landlord may, but shall not be obligated to, discharge it either by paying the amounts claimed to be due or by procuring the discharge of the lien by deposit, bond, or otherwise, and Tenant shall reimburse Landlord for all amounts expended with the next payment of Base Rent due.

LANDLORD'S  
FAILURE TO  
GIVE  
POSSESSION

12. Landlord shall not be liable for damages to Tenant for failure to deliver possession of the Premises to Tenant on the date agreed upon if such failure is due to no fault of Landlord, to the failure of any construction or remodeling of the Premises by Tenant to be completed or to the failure of any previous tenant to vacate the Premises. Landlord will use commercially reasonable efforts to give possession of the Premises to Tenant by the date agreed upon between Landlord and Tenant.

ACCEPTANCE  
AND WAIVER

13. Landlord shall not be liable to the Tenant, its agents, employees, guests or invitees (and, if Tenant is a corporation, partnership, or limited liability company, its officers, agents, employees, guests or invitees) for any damage caused to any of them due to the Building, the Premises or any part of appurtenances thereof being improperly constructed or being or becoming out of repair, or arising from the leaking of gas, water, sewer or steam pipes, or from electricity, but Tenant, by moving into the Premises and taking possession thereof, shall accept, and shall be held to have accepted the Premises as suitable for the purposes for which the same are leased, and shall accept and shall be held to have accepted the Building and every appurtenance thereof, and Tenant by said act waives any and all defects therein other than latent defects discovered by Tenant and reported to Landlord in writing within the first Lease Year; provided,



however, that this paragraph shall not apply to any damages or injury caused by or resulting from the negligence of Landlord.

**SIGNS AND  
VENDING  
MACHINES**

14. The uniformity and location of all signs within the common areas of the Building shall be as designated and approved by Landlord, who will make a good faith effort to have generally uniform signage, except as may be otherwise required by governmental regulations or approved by Landlord. Tenant shall not paint or place signs, placards, or advertisements of any character upon the windows of the Premises or upon any inside walls of the Premises, including elevators, that are visible from the corridors and common areas of the Building, except with the Landlord's prior written consent and approval as to quality and design, and Tenant shall place no signs upon the outside walls, common areas or the roof of the Premises. Tenant shall not place or maintain any coin operated vending machines within the Premises (other than such vending machines that are for the exclusive use of Tenant and its staff and employees and not for public use), nor within the Building, without the written consent of Landlord. Tenant shall be responsible for any utility costs for any such vending machines.

**EXHIBITION OF  
PREMISES**

15. Landlord may exhibit the Premises to prospective Tenants during the one hundred (100) days prior to the expiration, cancellation or termination of this Lease.

**REMOVAL OF  
FIXTURES**

16. If not in default hereunder, Tenant may, prior to the expiration of the term of this Lease, or any extension thereof, remove any cabinets, fixtures and equipment which Tenant owns and has placed in the Premises and which can be removed without significant damage to the Premises, provided Tenant repairs all damages to the Premises caused by such removal so that the Premises are in the same condition as they were prior to placement of cabinets, fixtures, and equipment. If Tenant fails to remove any such cabinets, fixtures, equipment or signs from the Premises prior to the expiration or earlier termination of this Lease, all such cabinets, fixtures, equipment and signs shall become the property of the Landlord unless Landlord elects to require their removal, in which case Tenant will promptly remove them and restore the Premises to its prior condition. In the event Tenant fails to remove such cabinets, fixtures, equipment and signs, Landlord is hereby authorized to remove them from the Premises, and charge Tenant for the cost of removal. Landlord shall also be entitled to sell any cabinets, fixtures, equipment and signs, and shall have no obligation to account to Tenant for any excess. All fixtures, alterations and improvements which were constructed by or which belong to Landlord may not be removed by Tenant upon the expiration or earlier termination of this Lease.

**ENTERING  
PREMISES**

17. Landlord may enter the Premises at reasonable hours provided that Landlord's entry shall not unreasonably interrupt Tenant's business operations and that prior notice is given when the circumstances may permit (and, if in the opinion of Landlord any emergency exists, at any time and without notice) (a) to make repairs, if any, which Landlord under the terms hereof must make to the Premises, repairs to adjacent premises, or repairs to the Building; (b) to make repairs to the Premises, adjacent premises, or the Building of which Tenant is obligated to make and has failed to make; (c) to inspect the Premises to see that Tenant is complying with all the terms and conditions hereof and with the rules and regulations hereof; (d) to remove from the Premises any articles or signs

kept or exhibited therein in violation of the terms hereof that are not removed within ten (10) days of written demand from Landlord to remove same; and (e) to exercise any other right or perform any other obligation that Landlord has under this Lease. Landlord shall be allowed to take all material into and upon the Premises that may be required to make any repairs, improvements or additions, or any alterations, without in any way being deemed or held guilty of trespass or any eviction of Tenant. The Rent reserved herein shall in no way abate while said repairs, alterations or additions are being made and Tenant shall not be entitled to terminate this Lease or maintain a set-off or counterclaim for damages against Landlord by reason of loss from interruption to the business of Tenant because of any such work. All such repairs, decorations, additions and improvements shall be done during ordinary business hours, or, if any such work is at the request of Tenant to be done during any other hours, the Tenant shall pay all overtime and other extra costs as Additional Rent hereunder.

**PLUMBING  
STOPPAGE**

18. Tenant shall be responsible for stopped-up drains where such stoppage is caused by the introduction of foreign objects not intended for disposal in such drains; and, if Landlord shall repair such drains, Tenant shall reimburse Landlord, as Additional Rent, for the cost of such repairs, together with the cost of any repairs or damage to the Premises or the Building and the property of other tenants which results from such stoppage.

**SERVICES OF  
LANDLORD**

19. (a) The normal business hours of the Building shall be from 7:00 A.M. to 7:00 P.M. on Monday through Friday, exclusive of national holidays (i.e., New Year's Day, Memorial Day, Christmas Day, Thanksgiving Day, Independence Day, Good Friday and Labor Day). Landlord shall furnish the following services during the normal hours of operation of the Building except as noted or as may otherwise be agreed to in writing by Landlord:

- (i) Elevator services for passenger and delivery needs.
- (ii) Heat and air conditioning within enclosed common areas within the Building at a temperature of approximately 75 degrees Fahrenheit during summer operations and at a temperature of approximately 70 degrees Fahrenheit during winter operations, subject to governmental regulations; however, the heating and air conditioning system for the Premises will allow Tenant to control the temperature and timing of the heating and cooling of the Premises.
- (iii) Hot and cold running water for all sinks and lavatories in restrooms, examination rooms and kitchens.
- (iv) Soap, paper towels, and toilet tissue for restrooms.
- (v) Janitorial service, which includes sanitizing, dusting, cleaning, mopping, vacuuming and removal of trash not requiring special handling, Monday through Friday, once per day.
- (vi) Custodial, electrical and mechanical maintenance services, Monday through Friday.

- (vii) Pest control services.
- (viii) Electric power, for small desk top type machines, or hand held devices, such as typewriters, adding machines and recording machines. Any electric power required by Tenant for the operation of its equipment in the Premises, including without limitation medical, diagnostic and computer systems, in excess of the base voltage supplied by Landlord to the Premises shall be at Tenant's sole cost and expense (including without limitation any the cost of installation of additional equipment and facilities required in order to meet Tenant's electric power requirements.
- (ix) Electric lighting, at a level of at least 80 foot candles at desk height except in corridor or storage areas, and including the replacement of lamps and ballasts as needed.
- (x) General management, including supervision, inspections, record keeping, accounting, leasing and related management functions.

(b) The services provided in subparagraph 19(a) herein, and the amount of Rent prescribed herein are predicated on and are in anticipation of certain usage of the Premises by Tenant as follows:

- (i) Air conditioning design is based on sustained outside temperatures being no higher than 94 degrees Fahrenheit and no lower than 17 degrees Fahrenheit with sustained occupancy of the Premises by no more than 1.25 people per 75 square feet of floor area and heat generated by electrical lighting and fixtures not to exceed 4.0 watts per square foot.
- (ii) For hours other than normal business hours, heating of the Building shall be held to a minimum temperature of approximately 60 degrees Fahrenheit and cooling of the Building shall be held to a maximum temperature of approximately 80 degrees Fahrenheit.
- (iii) Electrical power usage and consumption is based on lighting of the Premises during normal business hours at a level of at least 80 foot candles at desk height, and power for machines and equipment normally found in a medical office or business office, such as refrigerators (other than large commercial refrigeration units), personal computers, photocopying machines, typewriters, calculators and adding machines, facsimile machines and other business machines using 110 volt, 20 amp circuits. Such heavier power use items such as stoves, x-ray equipment, compressed air, and other heavy power usage medical equipment and the like shall not be used or installed unless specified elsewhere herein, or by separate written consent of Landlord.
- (iv) If Tenant uses services in an amount or for a period in excess of that provided for herein, without the written consent of

Landlord, then Landlord reserves the right to charge Tenant as Additional Rent hereunder a reasonable sum as reimbursement for the direct cost of such added services. In the event of disagreement as to the reasonableness of such charge, the opinion of an independent professional engineering firm shall prevail.

(c) Landlord shall not be liable for any damages directly or indirectly resulting from the installation, use or interruption of uses of any equipment in connection with the furnishing of services referred to herein, and particularly any interruption in services caused by force majeure, or by any cause beyond the immediate control of the Landlord. The Rent reserved herein shall in no way abate, Tenant shall not be entitled to terminate this Lease, and Tenant shall not be entitled to maintain a set-off or counterclaim for damages against Landlord by reason of loss from interruption to the business of Tenant because of an interruption of services by force majeure or any cause beyond the immediate control of Landlord; but Landlord shall use commercially reasonable efforts to furnish adequate and uninterrupted services.

(d) Any special services requested by Tenant may or may not be provided in Landlord's sole discretion; provided, however, any such special services elected to be provided by Landlord to Tenant shall be provided at Tenant's sole cost and expense

#### X-RAY

20. Tenant may install standard radiographic X-ray machines in the Premises, but shall not install other types of X-ray equipment without Landlord's approval. Tenant hereby accepts the risks of and all responsibility for any injury or damage which may result from the operation or failure of operation of any such X-ray equipment. All X-ray equipment owned or operated by Tenant must be installed and protected in a manner satisfactory to Landlord and in compliance with all governmental regulations.

#### GENERAL LIABILITY OF TENANT

21. (a) Tenant shall indemnify and hold harmless Landlord against all claims for damages and injuries to persons or property by reason of the use or occupancy of the Premises, and all expenses incurred by Landlord because of Tenant's use and occupancy of the Premises, including reasonable attorney's fees and court costs actually incurred. Tenant shall be liable for and shall hold Landlord harmless in connection with damage or injury to Landlord, the Premises, the Building and the Property and persons of Landlord's other Tenants, or any one else, if due to the neglect of Tenant, or of anyone in its control or employ.

(b) Tenant understands, acknowledges and agrees that the responsibility for managing any medical emergency arising on the Premises, whether due to the Tenant's use or occupancy of the Premises, patient services or any other cause, shall be the responsibility of Tenant, and Landlord shall have no responsibility for responding to said medical emergency. Tenant agrees to hold Landlord harmless from and indemnify Landlord in the event of any claims for personal injury or property damage arising from a medical emergency on the Premises.

INSURANCE AND  
WAIVER OF  
SUBROGATION

22. (a) Tenant shall keep in force at Tenant's expense as long as this Lease remains in effect and during such other times as Tenant occupies the Premises or any part thereof, a policy or policies of comprehensive general public liability insurance, with the premiums thereon fully paid on or before the due dates, issued by and binding upon a solvent insurance company authorized to transact business in Louisiana, for Tenant's own protection covering the Premises and Tenant's use thereof. Such insurance shall afford minimum protection (which may be effected by primary and/or excess coverage) of not less than \$1,000,000.00 for bodily injury or death in any one occurrence and of not less than \$500,000.00 for property damage in any one occurrence. Tenant shall also keep in force as set forth above, fire, extended coverage and water damage insurance of Tenant's personal property, including, but not confined to inventory, trade fixtures, floor covering, furniture and all other property of Tenant whether removable or not at termination of this Lease, including leasehold betterments and improvements; such insurance on leasehold betterments and improvements shall be in amounts sufficient to cover the full replacement cost of any repair or reconstruction from any such hazard during the entire term of this Lease, such insurance naming the Landlord as an additional named insured as its interest may appear.

(b) Landlord shall keep in force public liability, fire, extended coverage and water damage insurance insuring Landlord's interest in the Building and the Premises.

(c) Tenant shall not do or suffer to be done, or keep or suffer to be kept anything in, upon or about the Premises, which will contravene Landlord's policies insuring against loss or damage by fire or other hazards, including, but not limited to, public liability, or which will prevent Landlord from securing such policies in companies acceptable to Landlord. If anything is done, permitted to be done or suffered to be done by Tenant or kept in, upon and about the Premises or Building which shall cause the rate of fire or other insurance on the Premises or Building in companies acceptable to Landlord to be increased beyond the minimum rate from time to time applicable to the Premises or the Building for the permitted use or permitted uses made thereof, Tenant shall pay, as Additional Rent hereunder, the amount of any such increase promptly upon demand by Landlord and shall cease such action until such payment is made.

(d) Tenant waives any rights of action against Landlord for loss or damage to its improvements, fixtures and personal property in the Premises, except damage caused by negligence or willful misconduct of Landlord, its agents or employees.

(e) Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action or cause of action, against the other, its agents, servants, partners, shareholders, officers or employees, for any loss or damage that may occur to the Premises, the Building and common areas, or any improvements thereto or thereon, or any personal property of such party therein or thereon, by reason of fire, the elements or any other cause which is insured against under the terms of the standard fire and extended

coverage insurance policies referred to in subparagraphs 22(a) and 22(b) above, regardless of cause or origin, including the negligence of the other party hereto, its agents, officers, partners, shareholders, servants or employees, and covenants that no insurer shall hold any right of subrogation against such other party.

GOVERNMENTAL  
REQUIREMENTS

23. Tenant shall, at its own expense, promptly comply with all laws, rules, regulations and requirements of any governmental or public authority deemed applicable to Tenant's occupancy of the Premises.

ABANDONMENT  
OF PREMISES

24. Tenant agrees not to abandon or vacate the Premises during the term of the Lease and to use the Premises for the purpose herein leased until the expiration hereof.

ASSIGNMENT  
AND  
SUBLETTING

25. Tenant may not, without prior written consent of Landlord, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. In the event that Tenant is a corporation or some other entity other than an individual, any sale of the majority or controlling interest in Tenant shall be considered an assignment for purposes of this paragraph. Consent to one assignment or sublease shall not abrogate or waive this provision, and any later assignments and subleases shall likewise be made only upon the prior written consent of Landlord. Subtenants or Assignees shall become liable to Landlord for all obligations of Tenant hereunder, without relieving Tenant of its liability hereunder.

DEFAULT

26. The occurrence of any one or more of the following shall constitute an Event of Default hereunder:

- (a) If Tenant shall default in the payment of Rent within fifteen (15) days of when the same is due; or
- (b) If Tenant shall be in default in performing any of the terms or provisions of this Lease other than the provisions requiring the payment of Rent, and fails to cure such default within thirty (30) days after the date of receipt of written notice of such default from Landlord; or
- (c) If a petition for debtor relief is instituted by the Tenant under any of the provisions of Title 11 ("Bankruptcy") of the United States Code or if such a petition is instituted against the Tenant and is not vacated or stayed within thirty (30) days after the institution thereof; or if a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the Rent or any part thereof, is, or is proposed to be, reduced or payment thereof deferred; or if Tenant's effects should be levied upon or attached under process against Tenant, not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof; or
- (d) The Premises are deserted, vacated or not used as regularly or consistently as would normally be expected for similar premises

put to medical office use, even though the Tenant continues to pay the stipulated Rent.

- (e) The Premises are used for any purpose incompatible with the interest of Woman's Hospital Foundation.

#### LANDLORD'S REMEDIES

27. (a) Upon the occurrence of an Event of Default as defined in Paragraph 26 above, Landlord shall have the option to do and perform any one or more of the following, in addition to, and not in limitation of, any other remedy or right permitted or allowed by law or in equity or by the provisions of this Lease:

- (i) Proceed for past due installments of Rent, reserving its right to proceed later for the remaining installments; or
- (ii) Declare all of the unpaid installments of Rent at once due and payable, anything herein to the contrary notwithstanding, and proceed to enforce its legal remedies hereunder; or
- (iii) Declare this Lease to be terminated, and immediately evict Tenant, without, however, waiving Landlord's right to collect all installments of Rent and other payments due or owing for the period up to the time Landlord regains possession of the Premises.

(b) If Landlord terminates this Lease, pursuant to any of the provisions of this Lease, Tenant hereby waives all claims for damages which may be caused by such termination by Landlord. Tenant shall and does hereby indemnify and hold harmless Landlord from any loss, cost (including court costs and reasonable attorney's fees actually incurred) or damages suffered by Landlord by reason of such termination. No such termination shall be considered or construed to be a forcible entry. Tenant waives the notice to vacate provided for in Article 4701 of the Louisiana Code of Civil Procedure.

(c) The exercise by Landlord of any one or more of the rights and remedies provided in this Lease shall not prevent the subsequent exercise by Landlord of any one or more of the other rights and remedies herein provided. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively or in other manner and are in addition to any other rights provided for or allowed by law or in equity.

#### EFFECT OF TERMINATION OF LEASE

28. Upon any termination of this Lease by Landlord, Tenant shall at once surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect Rent for any period prior to the termination hereof. Following termination of this Lease Landlord shall have no further rights or obligations to Tenant under this Lease.

#### DESTRUCTION OR DAMAGE

29. If the Premises are totally destroyed (or so substantially damaged as to be untenable), by storm, fire, earthquake, or other

casualty, this Lease shall terminate as of the date of such destruction or damage, and Rent shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not rendered wholly untenable by any such casualty or casualties, Rent shall abate in such proportion as the use of the Premises has been destroyed; and, if Landlord deems that restoration is practicable and feasible, it shall restore the Premises to substantially the same condition as before the damage as soon as practicable, whereupon full Rent shall recommence. In the event the Premises are not restored within two (2) months of such casualty or such shorter term as Landlord and Tenant may agree to in writing at the time of the assessment of the extent of such damage or destruction, Tenant may terminate this Lease, whereupon Rent shall be accounted for as between Landlord and Tenant as of the date of such casualty. If Landlord determines that restoration of the Premises within two (2) months of such casualty is not practicable and feasible, Landlord shall notify Tenant in writing of such determination within ten (10) business days after such casualty, whereupon this Lease shall terminate upon Tenant's receipt of such notice, and Rent shall be accounted for as between Landlord and Tenant as of the date of such casualty.

**EMINENT  
DOMAIN**

30. If the whole of the Premises, or such portion thereof as will make the Premises unusable in the reasonable judgment of Landlord for the purposes herein leased, is condemned or taken by any legally constituted authority for any public use or purpose, then in either of said events, the term hereby granted shall cease from that time when possession thereof is taken by the condemning authorities, and Rent shall be accounted for as between Landlord and Tenant as of that date. If only a portion of the Premises is condemned or taken by any legally constituted authority for any public use or purpose, and such partial taking shall not, in the reasonable judgment of Landlord, render the remainder of the Premises unusable for the purposes herein leased, this Lease shall remain in full force and effect as to that portion of the Premises not so taken, and Rent shall be adjusted proportionately based on the number of rentable square feet remaining in the Premises after such taking. Tenant shall have no right or claim to any part of any award made to or received by Landlord for such condemnation or taking, and all awards for such condemnation or taking shall be made solely to Landlord.

**SERVICE OF  
NOTICE**

31. Except as otherwise provided by law, Tenant hereby appoints as its agent to receive the service of all eviction proceedings and notices thereunder, and all notices required under this Lease, the person in charge of or occupying the Premises at the time of such proceeding or notice; and if no person be in charge or occupying the Premises, then such service of notice may be made by attaching the same to the front entrance of the Premises. A copy of all notices under this Lease shall also be mailed to Tenant's last known address, if different from the Premises.

**RIGHTS OF  
MORTGAGEES**

32. Tenant agrees that this Lease shall be subject and subordinate (a) to any mortgage or other encumbrance now on the Premises and to all advances already made, or which may be hereafter made on account of said mortgage or encumbrance, to the full extent of all debts and charges secured thereby and to all renewals or extensions of any part thereof, and to any mortgage or other encumbrance which any owner of the Premises may hereafter, at any time, elect to place on the Premises; (b) to any Assignment of Landlord's interest in the Lease and Rent which now exists



or which any owner of the Premises may hereafter, at any time, elect to make of the Lease; and (c) to any chattel mortgage or Uniform Commercial Code Financing Statement covering the personal property rights of Landlord or any owner of the Premises which now exists or any owner of the Premises may hereafter, at any time, elect to place on the foregoing personal property (all of the foregoing instruments set forth in (a), (b) and (c) above being hereafter collectively referred to as "Security Documents"). Tenant agrees upon request of Landlord, or the holder of any Security Documents ("Holder"), to hereafter execute such paper or papers which the counsel for Landlord or Holder may deem reasonably necessary to evidence the subordination of the Lease to the Security Documents. In default of Tenant so doing, Landlord or Holder is hereby empowered to execute such paper or papers in the name of Tenant evidencing such subordination, as the act and deed of Tenant, and this authority is hereby declared to be coupled with an interest and not revocable.

TENANT'S  
ESTOPPEL

33. Tenant shall, from time to time, within ten (10) days of written request by Landlord, execute, acknowledge and deliver to Landlord a written statement certifying that this 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), the dates to which the Rent and other charges have been paid, that Tenant is not in default hereunder and has no off-sets or defenses against Landlord under this Lease, and whether or not to the best of Tenant's knowledge Landlord is in default hereunder (and if so, specifying the nature of the default), it being intended that any such statement delivered pursuant to this paragraph may be relied upon by a prospective purchaser of Landlord's interest or by a mortgagee of Landlord's interest or by assignee of any encumbrance upon Landlord's interest in the Premises.

ATTORNEY'S  
FEES

34. If any rent owing under this Lease is collected, or Landlord's rights under this Lease enforced by or through an Attorney of Law, Tenant agrees to pay Landlord's reasonable attorney's fees.

PARKING

35. No rights to any parking spaces are granted under this Lease; however, Landlord agrees to provide surface parking facilities which will contain at least the minimum number of parking spaces required by the East Baton Rouge Parish Building Code for Medical Office Buildings. No parking garage will be provided, and covered parking will not be provided to Tenant, its employees, invitees, customers and patients. Tenant and Tenant's patients and invitees shall be entitled to use the parking facilities located on the Property in common with and on the same basis as the other tenants in the Building. Landlord reserves the right to relocate, and to make alterations or additions to such parking facilities, and to promulgate and implement reasonable rules and regulations for the use of the parking facilities.

STORAGE

36. If Landlord makes available to Tenant any storage space outside the Premises, anything stored therein shall be wholly at the risk of Tenant, and Landlord shall have no responsibility of any character in respect thereto.

WASTE  
DISPOSAL

37. (a) All solid waste (including infectious waste) deemed not to be Hazardous Material as defined in subparagraph 37(b) below shall be disposed of through the janitorial service.

(b) Tenant shall not receive, store or otherwise handle on the Premises any "Hazardous Material" except as same may be necessary or incident to Tenant's use of the Premises as a medical office. For purposes of this Lease:

- (i) "Hazardous Material" means polychlorinated biphenyls, petroleum, flammable explosives, radioactive materials, asbestos, and any hazardous, toxic or dangerous waste, substance or material defined as such (or for purposes of) in the applicable "Environmental Laws" or listed as such by the Environment Protection Agency;
- (ii) "Environmental Laws" means any applicable current or future governmental law, regulation or ruling applicable to environmental conditions on, under or about the Premises including, without limitation, federal, state or local solid waste disposal rules, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, as amended, The Toxic Substances Control Act, as amended, The Water Pollution Control Act, as amended, or any other applicable federal, state or local laws, regulations or ordinances.

(c) Tenant shall cause the Premises to comply with applicable Environmental Laws. Tenant shall at its own cost and expense be responsible for obtaining and maintaining all licenses and permits necessary in connection with its use of the Premises. In addition, Tenant shall furnish Landlord with a copy of any and all citations, orders, reports, subpoenas or requests regarding the Premises from any federal, state or local governmental authority and a copy of any and all information, documents or reports submitted to any federal, state or local governmental authority by or on behalf of Tenant regarding the Premises. All notices and reports shall be furnished to Landlord as soon as practical, and in no event later than five (5) days after Tenant's receipt of such notice or the occurrence of the event which triggers the reporting obligation. Nothing in this Lease shall lessen any duty imposed on Tenant by federal, state or local laws, regulations, rules or ordinances.

(d) It shall be Tenant's responsibility to see that any Hazardous Material which Tenant elects to dispose of or which is required to be disposed of by Tenant pursuant to the provisions of this paragraph is:

- (i) Temporarily stored on the Premises in a manner consistent with Environmental Laws and approved by Landlord; and
- (ii) Is removed and handled by an individual or firm licensed to dispose of such material and, in any case, approved by Landlord.

(e) Tenant shall be responsible for paying all costs and expenses associated with such removal. If Tenant fails to dispose of such Hazardous Material as required by this paragraph, Landlord may dispose of or contract for the disposal of such items and Tenant shall be responsible for the resulting costs of such disposal.

(f) Tenant shall not cause or permit any Hazardous Material to be disposed on, under or about the Building or Landlord's surrounding property without the express prior written consent of Landlord, which consent may be withheld for any reason and may be revoked at any time. Tenant shall not place nor permit to be placed any Hazardous Material in any trash dumpster or other garbage collection bin provided by Landlord for the disposal of Non-Hazardous Material. Nothing contained herein shall be deemed to impose an obligation on Landlord to see that Tenant properly disposes of Hazardous Material stored or generated on the Premises. Landlord's approval of a firm or individual selected by Tenant to remove such Hazardous Material shall not be deemed to constitute acceptance by Landlord of the adequacy of the services of such individual or firm, nor shall Landlord be responsible for such individual's or firm's performance of such services.

(g) Landlord shall have no liability to Tenant or any other party for, and Tenant shall indemnify, defend with counsel acceptable to Landlord, and hold Landlord harmless from any and all claims, damages, fines, penalties, losses, judgments, costs and all liabilities arising out of or relating to Hazardous Material which were transported to or used, stored or disposed of on, under or about the Premises by Tenant, its employees, agents, contractors, licensees or invitees, regardless of whether Landlord consented to, approved of, participated in or had notice of the activities giving rise to such liabilities. The provision of this paragraph shall survive the expiration or termination of this Lease.

(h) Upon prior notice to Tenant, Landlord may modify at any time during the term of this Lease and any extensions or renewals thereof the procedures for use and disposal of Hazardous Material established herein.

(i) On or before January 31st of each calendar year of the Primary Term or an Extended Term as the case may be, Tenant shall disclose to Landlord the names and approximate amounts of all Hazardous Material that Tenant intends to store, use or dispose of on the Premises in the coming Lease Year together with the operating procedures and methods of handling, storing, using and disposing of such Hazardous Materials listed.

#### SURRENDER OF PREMISES

38. Whenever under the terms hereof Landlord is entitled to possession of the Premises, Tenant at once shall surrender the Premises and the keys thereto to Landlord in the same condition as existed at the commencement of the term hereof, natural wear and tear only excepted, and Tenant shall remove all of its property therefrom. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease. If the last day of the term of this Lease or any renewal thereof falls on Sunday or a legal holiday, this Lease shall expire on the business day immediately preceding.

CLEANING  
PREMISES

39. Upon vacating the Premises, Tenant agrees to clean the Premises thoroughly or to pay Landlord for the cleaning necessary to restore the Premises to their condition when Tenant's possession commenced, natural wear and tear excepted, regardless of whether any security deposit has been obtained or forfeited.

LANDLORD AND  
TENANT  
RELATIONSHIP

40. This contract shall create the relationship of landlord and tenant between Landlord and Tenant; it being understood and agreed that Tenant's rights hereunder are not assignable by Tenant except with Landlord's consent.

CUMULATIVE  
RIGHTS

41. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law.

PARAGRAPH  
TITLES;  
SEVERABILITY

42. The paragraph titles used herein are not to be considered a substantive part of this Lease, but merely descriptive aids to identify the paragraph to which they refer. Use of the masculine gender includes the feminine and neuter, and vice versa, where necessary to impart contextual continuity. If any paragraph or provision herein is held invalid by a court of competent jurisdiction, no other paragraphs or severable provisions of this Lease shall be affected thereby, but shall remain in full force and effect.

DAMAGE OR  
THEFT OF  
PERSONAL  
PROPERTY

43. All personal property brought into the Premises shall be at the risk of the Tenant only and Landlord shall not be liable for theft thereof or any damage thereto occasioned by any acts of other tenants or occupants of all or any portion of the Building, or any other person, except, with respect to such damage to the Premises as may be occasioned by the negligent or willful act of the Landlord, its employees and agents.

HOLDING OVER

44. In the event Tenant remains in possession of the Premises after the expiration of the Primary Term hereof, or of any Extended Term, with Landlord's acquiescence and without any express written agreement of the parties, such possession (tacit re-conduction) shall be subject to all the provisions hereof, except that the monthly Base Rent shall be an amount equal to one hundred twenty-five percent (125%) of the monthly Base Rent payable hereunder upon such expiration of the Primary Term hereof, or of any Extended Term, as the same would be adjusted pursuant to the provisions of Paragraph 3 hereof. Except as specifically provided for herein, there shall be no renewal of this Lease by operation of law or otherwise. Nothing in this Paragraph shall be construed as a consent by Landlord to Tenant's continued occupancy of the Premises after the expiration of the Primary Term hereof, or any Extended Term.

SECURITY  
DEPOSIT

45. Tenant shall pay Landlord the sum of \_\_\_\_\_ Dollars \$\_\_\_\_\_ (hereinafter referred to as "Security Deposit") as evidence of good faith on the part of Tenant in the fulfillment of the terms of this Lease, which shall be held by the Landlord during the term of this Lease, or any renewal thereof. Under no circumstances will Tenant be entitled to any interest on the Security Deposit. The Security Deposit may be used by Landlord, at its discretion, to apply to any amount owing to Landlord hereunder, or to pay the expenses of repairing any damage to the Premises, except natural wear and tear occurring from normal use of the Premises, which exist on the day Tenant vacates the Premises, but this right shall not be

construed to limit Landlord's right to recover additional sums from Tenant for damages to the Premises. In addition to any other rights available to Landlord hereunder, the Security Deposit shall be forfeited in any event if Tenant fails to occupy the Premises as Tenant for the full original term of this Lease, or if this Lease should for any reason whatsoever be terminated prior to the normal expiration date of the original term, or of any renewal thereof. If there are no payments to be made from the Security Deposit as set out in this paragraph, or if there is any balance of the Security Deposit remaining after all payments have been made, the Security Deposit, or such balance thereof remaining, will be refunded to the Tenant within thirty (30) days after fulfillment by Tenant of all obligations hereunder. In no event shall Tenant be entitled to apply the Security Deposit to any Rent payment due hereunder. In the event Tenant institutes Bankruptcy proceeding, or a Bankruptcy proceeding is instituted against Tenant, or Tenant is insolvent, or a receiver for Tenant is appointed, or there is a general assignment for the benefit of Tenant's creditors, then the Security Deposit shall be deemed immediately assigned to Landlord. The right to retain the Security Deposit shall be in addition and not alternative to Landlord's other remedies under this Lease or as may be provided by law and shall not be affected by summary proceedings or other proceedings to recover possession of the Premises. Upon sale or conveyance of the Building, Landlord may transfer or assign the Security Deposit to any new owner of the Premises, and upon such transfer all liability of Landlord for the Security Deposit shall terminate. Landlord shall be entitled to commingle the Security Deposit with its other funds.

**BUILDING  
ALLOWANCE AND  
TENANT FINISHES**

46. Landlord will provide to Tenant an allowance of \$71.50 per useable square foot contained within the Premises for building standard items and tenant finishes. Tenant and Landlord agree that the cost for tenant finishes and improvements in excess of such allowance which are requested by Tenant and approved by Landlord shall be paid by Tenant.

**RULES AND  
REGULATIONS**

47. The Rules and Regulations in regard to the Building are annexed hereto, and all reasonable rules and regulations which Landlord may hereafter, from time to time, adopt and promulgate for the management and administration of the Building and common areas, including the parking facilities, are hereby made a part of this Lease and shall, during the term of this Lease, be in all things observed and performed by Tenant, its agents, employees or invitees.

**QUIET  
ENJOYMENT**

48. Tenant, upon payment in full of the required Rent as and when due, and full performance of the terms, conditions, covenants and agreements contained in this Lease as and when due, and provided Tenant is not otherwise in default hereunder, shall peaceably and quietly have, hold and enjoy the Premises during the term hereof. Landlord shall not be responsible for the acts or omissions of any other tenant, lessee or third party that may interfere with Tenant's use and enjoyment of the Premises.

**ENTIRE  
AGREEMENT**

49. This Lease, with amendments, contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

LIMITATION OF LIABILITY

50. Landlord's obligations and liability with respect to this Lease shall be limited solely to Landlord's interest in the Building, as such interest is constituted from time to time, and neither Landlord nor any officer, director or employee of Landlord, shall have any personal liability whatsoever with respect to this Lease.

SUBMISSION OF AGREEMENT

51. Submission of this Lease to Tenant for signature does not constitute a reservation of space or an option to acquire a right of entry. This Lease is not binding or effective until execution by and delivery to both Landlord and Tenant.

CORPORATE AUTHORITY

52. If Tenant executes this Lease as a corporation, partnership, limited liability company, or other entity, each of the persons executing this Lease on behalf of Tenant does hereby personally represent and warrant that Tenant is a duly organized and validly existing corporation, partnership, limited liability company or other entity, that Tenant is qualified to do business in the State of Louisiana, that Tenant has full right and authority to enter into this Lease, and that each person signing on behalf of Tenant is authorized to do so. In the event any such representation and warranty is false, all persons who execute this Lease shall be individually, jointly, and severally, liable as Tenant. Tenant shall provide Landlord with a resolution from the corporation or other entity or other evidence satisfactory to Landlord confirming the foregoing representations and warranties.

LOUISIANA CONTRACT

53. This Lease is a Louisiana contract, to be interpreted and enforced under and in accordance with the laws of the State of Louisiana.

AIR RIGHTS

54. This Lease does not grant any rights to light, view or air over property.

MISCELLANEOUS PROVISIONS

55. The following miscellaneous provisions are made part of this Lease:

(a) Landlord may close the Property, or portions thereof, in emergency situations as determined by Landlord, during periods of general construction, and at all times other than during normal business hours, during which times admittance may be gained only under such reasonable regulations as may be prescribed by Landlord. Landlord may also temporarily reduce or suspend certain Building services from time to time for, among other purposes, the proper maintenance and repair of the Property. Any such closure, reduction or suspension of services or access to the Property must be preceded by reasonable notice to the Tenant explaining the purpose, extent and expected duration of the interruption in access or services to the Property.

(b) Landlord and Tenant acknowledge that each of them and their counsel have had an opportunity to review this Lease and that this Lease will not be construed against Landlord merely because Landlord has prepared it.

(c) All of Landlord's remedies, Tenant's indemnities in favor of Landlord and Tenant's obligations pursuant to the Lease shall survive the expiration or termination of this Lease.

(d) Landlord and Tenant waive trial by jury in any action, proceeding, or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Lease.

(e) In the event of any alleged default in the obligations of Landlord under this Lease, Tenant will deliver to Landlord written notice describing the alleged default, and Landlord will have 30 days following receipt of such notice to cure such alleged default or, in the event the alleged default cannot reasonably be cured within a 30-day period, to commence action to cure the default and proceed diligently to cure such alleged default, before Landlord will be considered in default hereunder.

(f) Prior to Tenant's initial occupancy of the Premises, Landlord reserves the right to relocate Tenant to substantially comparable space within the Property. Landlord will give Tenant written notice of its intention to relocate the Premises, and Tenant will complete such relocation within 60 days after receipt of such written notice. If the space to which Landlord proposes to relocate Tenant is not substantially comparable to the Premises, Tenant may so notify Landlord, and if Landlord fails to offer space reasonably satisfactory to Tenant, Tenant may terminate this Lease effective as of the 30th day after the date of Landlord's initial written notice. If Tenant does relocate within the Property, then effective on the date of such relocation this Lease will be amended by deleting the description of the original Premises and substituting for it a description of such comparable space.

**SPECIAL  
STIPULATIONS**

56. The following Special Stipulations, if conflicting with the above provisions, shall control:

(a) Notwithstanding any provisions contained herein to the contrary, this Lease may be terminated by Tenant, or its personal representatives, upon the death or disability of Tenant, or upon the death or disability of a majority in interest of Tenant if Tenant is other than an individual, by written notice being given to Landlord from Tenant or Tenant's personal representative, in the event of a disability, or Tenant's personal representative, in the event of such death, within twelve (12) months of said death or disability, in which event this Lease shall terminate ten (10) days after receipt by Landlord of such notice in the case of death, or thirty (30) days after receipt by Landlord of such notice in the case of disability, or such earlier date as may be agreed to by Landlord, whereupon the parties hereto shall be relieved of all obligations and liabilities hereunder, except for those obligations and liabilities which have accrued prior to such termination and such obligations and liabilities which by the provisions of this Lease shall survive any such termination. For the purposes of this Lease, the term "disability" is hereby defined as the inability of Tenant, or a majority in interest of Tenant, as the case may be, to fully perform the material duties of the practice for which the Premises are leased as set forth in Paragraph 1 of this Lease as a result of either (i) a bodily injury resulting directly from an accident or (ii) a physical or mental illness or disease, which inability continues for a period in excess of six (6) consecutive months. If Tenant is an individual, in the event of the death of Tenant, or if Tenant is an entity, in the event of the death of all holders of any interest in Tenant, and Tenant's personal representatives fail to terminate this Lease pursuant to the provisions set forth above, or to

transfer and assign this Lease to an assignee approved by Landlord within three (3) months of such death, then Landlord shall have the right to terminate this Lease upon sixty (60) days prior written notice to Tenant's personal representatives.

(b) So long as this Lease may be in full force and effect on the Expiration Date of the Primary Term hereof and so long as Tenant is not in default under any of its obligations hereunder, Landlord and Tenant may agree to extend the term of this Lease for an additional five (5) years (the "First Extended Term") by exchanging written notice of their mutual intention to renew at least one hundred twenty (120) days in advance of such Expiration Date, and, likewise, so long as this Lease may be in full force and effect on the Expiration Date of such First Extended Term hereof and so long as Tenant is not in default under any of its obligations hereunder, Landlord and Tenant may agree to extend the term of this Lease for another additional five (5) years (the "Second Extended Term") by exchanging written notice of their mutual intention to renew at least one hundred twenty (120) days in advance of the expiration date of the First Extended Term; and the terms and conditions applicable to each such extension shall be as agreed between the parties. Within seven (7) days after the commencement of each Extended Term, Landlord and Tenant shall confirm such extension and the Base Rent payable during such Extended Term in writing.

(c) Tenant shall not be allowed to record this Lease, and any such recording by Tenant shall be a default hereunder. If requested by Tenant, Landlord agrees to enter into an Extract of the Lease setting out (i) the names of the parties hereto, (ii) the description of the Premises, (iii) the Commencement Date of this Lease and the dates of the Term, (iv) such other matters as may be required by law (See La. R.S. 9:2721.1), and (v) any such additional matters as Landlord and Tenant may agree upon. Such Extract of the Lease shall be in writing, duly executed by the parties hereto and shall be properly witnessed and acknowledged for recordation under the laws of the State of Louisiana. The cost of recording the Extract of Lease and the cancellation thereof shall be the responsibility and liability of Tenant.

(d) Tenant will be required to demonstrate its financial ability to meet the Lease terms by means of a current financial statement and three (3) references, of which at least one is from a former landlord.

(e) Any physician providing professional services on the Premises will be required to have medical staff privileges at Woman's Hospital.

(f) "Common areas" means, without limitation, the hallways, entryways, stairs, elevators, driveways, walkways, terraces, docks, loading areas, restrooms, trash facilities, parking areas, and all other areas and facilities in the Building or on the Property that are designated from time to time by Landlord for the general nonexclusive use and convenience of Tenant and other tenants of the Building or the tenants of other buildings on the Property, and their respective employees, invitees, licensees, or other visitors.



Landlord grants Tenant, its employees, invitees, licensees, and other visitors a nonexclusive license for the term of this Lease to use the common areas in common with others entitled to use the common areas, subject to the terms and conditions of this Lease. Without any liability to Tenant in any respect, provided Landlord will take no action permitted under this paragraph in such a manner as to unreasonably impair or materially and adversely affect Tenant's use, benefit and enjoyment of the Premises, Landlord will have the right to:

1) Close off any of the common areas to whatever extent required in the opinion of Landlord and its counsel to prevent a dedication of any of the common areas or the accrual of any rights by any person or the public to the common areas.

2) Temporarily close any of the common areas for maintenance, alteration, or improvement purposes.

3) Temporarily close the Building in the event of strikes, lockout or other labor or industrial disturbances (whether or not on the part of employees of either party hereto), civil disturbance, future valid orders of any government, court or regulatory body claiming jurisdiction and declaring a disaster or similar emergency situation, act of the public enemy, riot, sabotage, earthquake, fire, hurricane, flood, explosion or act of God, in order to preserve the condition of the Building and the health and safety of its occupants.

4) Change the size, use, shape, or nature of any such common areas, including erecting additional buildings on the common areas, expanding the existing Building or other buildings to cover a portion of the common areas, converting common areas to a portion of the Building or other buildings, or converting any portion of the Building (excluding the Premises) or other buildings to common areas. Upon erection of any additional buildings or change in common areas, the portion of the Property upon which buildings or structures have been erected will no longer be deemed to be a part of the common areas.

Tenant shall have access to those portions of the common areas which are designated as parking areas and those common areas necessary to gain access to and use the Premises, during normal business hours. Notwithstanding the grant of license to use the common areas, Tenant shall not install or maintain any equipment in or upon any part of the common areas, and Tenant shall have no rights to use the roof of the Building for any purposes whatsoever.

(g) In the event any obligation to be performed by Landlord hereunder is prevented or delayed due to labor disputes, acts of God, inability to obtain materials, government restrictions, casualty, or other causes beyond the parties' control (collectively herein referred to as "force majeure"), the Landlord shall be excused from performing such obligation for a period of time equal to such delay.

IN WITNESS WHEREOF, the parties herein have executed this Lease in triplicate on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at Baton Rouge, Louisiana, in the presence of the competent witnesses who have hereunto subscribed their names as such, after due reading of the whole.

LANDLORD:

WOMAN'S HOSPITAL FOUNDATION

By: \_\_\_\_\_  
Teri G. Fontenot  
President/CEO

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

TENANT:

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**RULES AND REGULATIONS**  
(which are referred to within the Lease and made a part thereof)

1. The sidewalks, entry passages, corridors, halls, elevators and stairways shall not be obstructed by Tenants or used by them for any purpose other than those of ingress and egress. The floors, skylights and windows that reflect or admit light into any place in the Building shall not be covered or obstructed by Tenants. The water closets and other water apparatus shall not be used for any purpose other than those for which they were constructed and no sweepings, rubbish or other obstructing substances shall be thrown therein.

2. No advertisement or other notice shall be inscribed, painted or affixed on any part of the outside or inside of the Building, except upon the doors, and of such order, size and style, and at such places, as shall be designated by Landlord. Interior signs on doors will be ordered for Tenants by Landlord, the cost thereof to be charged to and paid for by Tenants.

3. No Tenant shall do or permit to be done in its Premises, or bring or keep anything therein, which shall in any way increase the rate of fire insurance on the Building, or on property kept therein, or obstruct or interfere with the rights of other Tenants or in any way injure or annoy them, or conflict with the laws relating to fires, or with the regulations of the Fire Department, or any part thereof, or conflict with any of the rules and ordinances of the Board of Health. Tenants, their agents and employees, shall maintain order in the Premises and the Building, shall not make or permit any improper noise in the Premises or the Building or interfere in any way with other Tenants or those persons having business with them. Nothing shall be thrown by Tenants, their agents and employees, out of the windows or doors, or down the passages or skylights of the Building. No rooms shall be occupied or used as permanent lodging apartments at any time. No part of the Building shall be used or in any way appropriated for gambling, immoral or other unlawful practices, and no intoxicating liquor or liquors shall be sold in the Building.

4. Tenants shall not employ any persons other than the janitors of Landlord (who will be provided with pass-keys into the offices) for the purpose of cleaning or taking charge of the Premises, except as may be specifically provided otherwise in the Lease or as specifically approved by Landlord in writing.

5. No animals, birds, bicycles, or other vehicles shall be allowed in the offices, halls, corridors, elevators or elsewhere in the Building, without the approval of Landlord.

6. No painting shall be done, nor shall any alterations be made to any part of the Building or the Premises by putting up or changing partitions, doors, or windows, nor shall there be any nailing, boring, or screwing into the woodwork or plastering (other than as needed in attaching to walls minor decorative items such as pictures), nor shall any connection be made in the electric wires or gas or electric fixtures, without the consent in writing on each occasion of Landlord. All glass, locks and trimmings in or upon the doors and windows of the Building shall be kept whole and, when any part thereof shall be broken by Tenant, or Tenant's agent, the same shall be immediately replaced or repaired by Tenant and put in order under the direction and to the satisfaction of Landlord, or its agents, and shall be kept whole and in good repair. Tenants shall not injure, overload, or deface the Building, the woodwork or the walls of the Premises, nor carry on upon the Premises any noxious, noisy or offensive business.

7. Two keys for entry into the building and for entry into the Premises, respectively, will be furnished Tenants without charge. No additional locks or latches shall be put upon any door without the written consent of Landlord. Each Tenant, at the termination of its lease, shall return to Landlord all keys to doors in the Building.

8. Landlord in all cases retains the power to prescribe the weight and position of iron safes or other heavy articles. Tenants must make arrangements with management of the Building when the elevator is required for the purpose of the carrying of any kind of freight.

9. The use of camphene, benzine, kerosene or anything other than electricity, for lighting the Premises, is prohibited. No offensive gases or liquids will be permitted.

10. If Tenants desire coverings or drapes over the windows, they must be of such shape, color and material as may be prescribed by Landlord, and shall be erected only with Landlord's consent and at the expense of the Tenant desiring them. No awnings shall be placed on the Building.

11. If Tenants require wiring for a bell or buzz system, such wiring shall be done by the electrician of the Building only. The charge to Tenant for such wiring shall not exceed that which may be customary in the industry, and no outside wiring persons shall be allowed to do work of this kind unless by the written permission of Landlord, or its agent. The wiring for such telegraphic or telephonic service as Tenant may desire shall be done under the supervision of the electrician of the Building or by some other employee of Landlord whom management of the Building may designate; and no boring or cutting for wiring shall be done unless approved by Landlord or its representatives.

12. At Landlord's discretion, the Building may be in charge of a night watchman, and every person entering or leaving the Building may be questioned by the watchman as to the visitor's business in the Building and shall sign his or her name on a form provided by the Building for so registering such persons.

13. Upon the issuance of a Hurricane Warning which could affect the Building, Landlord reserves the right to close the Building if sustained winds are or are projected to be in excess of 40 miles per hour.

These Rules and Regulations may be revised from time to time by Landlord, and in such event, revised Rules and Regulations will be provided by Landlord to Tenant.

EXHIBIT "A"  
LEGAL DESCRIPTION

[Insert Legal Description for New Medical Office Building Tract when available].

EXHIBIT "B"

ACKNOWLEDGMENT, ACCEPTANCE AND AMENDMENT

(ATTACHED TO AND MADE A PART OF LEASE AGREEMENT  
BETWEEN WOMAN'S HOSPITAL FOUNDATION, LANDLORD,  
AND \_\_\_\_\_, TENANT,  
DATED \_\_\_\_\_.)

Tenant and Landlord hereby acknowledge and agree as follows:

1. The Commencement Date (as defined in the Lease) is \_\_\_\_\_, and  
the Expiration Date (as defined in the Lease) is \_\_\_\_\_.

2. The exact usable square feet contained within the Premises is \_\_\_\_\_ square  
feet.

3. The initial Base Rent payable under the Lease is \_\_\_\_\_ per month,  
payable as provided in the Lease.

4. Rent under the Lease will commence as of \_\_\_\_\_.

5. Tenant intends to occupy the Premises on \_\_\_\_\_.

6. \_\_\_\_\_ keys to the Premises have been delivered to Tenant or Tenant's  
representative.

7. This Acknowledgment, Acceptance and Amendment, when executed by  
Landlord and Tenant, shall be attached to and shall become a part of the Lease. If any provision  
contained herein conflicts with any provision of the Lease, the provisions hereof shall supersede  
and control, and the Lease shall be deemed modified and amended to conform with the  
provisions hereof.

IN WITNESS WHEREOF, Landlord and Tenant have executed this instrument, this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

TENANT:

LANDLORD:

WOMAN'S HOSPITAL FOUNDATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Teri G. Fontenot  
President/CEO



**RECOMMENDATION TO NAME  
PENNINGTON BIOMEDICAL RESEARCH CENTER'S  
CONFERENCE ROOM M2077  
IN THE CLINICAL RESEARCH BUILDING  
THE "DONNA H. RYAN, M.D. CLINICAL CONFERENCE ROOM"**

**To: Members of the Board of Supervisors**

**Date: December 9, 2011**

Pursuant to Article VII, Section 8, D.5(c) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.5(c) Such other matters that are not expressly delegated herein or hereafter by the Board ...

**1. Summary of Matter**

Pennington Biomedical Research Center is recommending that conference room M2077 in the Clinical Research Building be named the "Donna H. Ryan, M.D. Clinical Conference Room".

In proposing this naming, PBRC would like to honor Dr. Ryan as she retires in January after having served for more than 23 years at Pennington Biomedical Research Center as Associate Executive Director for Clinical Research. Her leadership and guidance have been instrumental in building the Center's clinical research program into the enterprise it is today. Since the inception of the first clinical studies in 1992, more than 18,000 patients have enrolled in over 400 studies.

**2. Review of Business Plan**

Not applicable.

**3. Fiscal Impact**

Not applicable.

**4. Description of Competitive Process**

Not applicable

**5. Review of Legal Documents**

Not applicable

**6. Parties of Interest**

None.

**7. Related Transactions**

None.

**8. Conflicts of Interest**

None.

**ATTACHMENTS:**

- Letter from Steven B. Heymsfield, M.D., Executive Director, Pennington Biomedical Research Center

**RECOMMENDATION**

It is recommended that the LSU Board of Supervisors adopt the following resolution:

**"NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve naming conference room M2077 in the Pennington Biomedical Research Center's Clinical Research Building the "Donna H. Ryan, M.D. Clinical Conference Room"."





**Pennington Biomedical Research Center**  
LOUISIANA STATE UNIVERSITY SYSTEM

November 14, 2011

Dr. John Lombardi, President  
Louisiana State University System  
LSU System Building  
Baton Rouge, LA 70803

Dear President Lombardi:

I am writing to request approval to name conference room M2077 in the Clinical Research Building the "Donna H. Ryan, M.D. Clinical Conference Room."

In proposing this naming opportunity, we wish to honor Dr. Ryan for her many years of service and dedication to the Pennington Biomedical Research Center. Dr. Ryan will retire in January 2012 after serving more than 23 years as Associate Executive Director for Clinical Research. Her leadership and guidance have been instrumental in building the Center's clinical research program into the enterprise it is today. Since the inception of the first clinical studies in 1992, more than 18,000 patients have enrolled in over 400 studies.

As allowable under section 2 of LSU System Permanent Memorandum No. 2 dated November 7, 2000, we seek Board approval to recognize Dr. Ryan's contributions to Pennington Biomedical by the naming of the Donna H. Ryan, M.D. Clinical Conference Room.

I appreciate your consideration of this request. Please let me know if you need additional information.

Sincerely,

Steven B. Heymsfield, M.D.  
Executive Director



## RECOMMENDATION TO APPROVE THE NAMING OF PORTIONS OF BUILDINGS AT LOUISIANA STATE UNIVERSITY

**To: Members of the Board of Supervisors**

**Date: December 9, 2011**

Pursuant to Article VII, Section 8, D.5(c) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.5(c) Such other matters that are not expressly delegated herein or hereafter by the Board ...

### 1. Summary of the Matter

The Committee on Naming University Facilities has recommended that portions of the Business Education Complex, the new Championship Plaza outside Tiger Stadium and a portion of the newly renovated LSU Student Union be named after persons to honor their support of LSU.

The following namings are listed in alphabetical order by building listing individuals followed by corporations then foundations.

#### Business Education Complex Recommended Naming (individuals):

Tom and Lisa Adamek Visiting Executive Office  
John and Nancy Barnidge Team Room  
John W. Barton, Sr. Interview Room  
Carol M. Calkins Office  
Deke G. Carbo and Julie E. Rodrigue Office  
Sidney N. and Julian R. Carruth Stairway  
Sidney N. and Julian R. Carruth Team Room  
Ross and Sherry Centanni Pavilion  
Robert H. Crosby, Jr. Pavilion  
Donald Gauci and Kathryn Woessner Gauci Faculty Office  
Lee and Barrie Griffin Reception Area  
John C. Hamilton Family IT Technical Storage Repair Bay  
James Brady and Mary Turner Harris Conference Room  
Joe and Lee Herring Marketing Suite  
Michael and Darlene Hillman Workroom  
Jerry and Donna Jolly Workroom  
Joe and Julie Lancaster Accounting Workroom  
William R. Lane-Faculty Lounge  
Betty and David Laxton Team Room  
Richard N. and Doris D. Lemieux MBA Workroom  
J.D. and Patsy R. Lyle PhD Student Meeting Room  
Virginia Slaughter Martin Courtyard  
Matt and Sherri McKay Department of Information Systems and Decision Sciences Suite  
Jake and Mary Nell Netterville & Postlethwaite & Netterville Conference Room  
John and Virginia Noland Classroom  
A.K." Peck" Palmer Workroom  
Marty and Liane Phillips Classroom  
Matthew and Pamela Robinson Team Room  
George H. Rome Faculty Office  
William W. and Catherine M. Rucks Undergraduate Pavilion and the William W. and Catherine M. Rucks Management Suite  
Bart and Diane Schmolke Information Technology Server Room

Stephen and Sheri Scott Workroom  
Jerry and Beverly Shea Interview Room  
Denny and Jane Shelton Recruiters' Lounge  
Jeff and Amie Springmeyer Boardroom  
Richard and Linda Sturlese Accounting Suite  
Janet and Bobby Theriot Reception Area  
Mark and Judy Weaver Ideation Lab  
Rick and Holly Wolfert Undergraduate Program Suite  
Richard and Elaine Zuschlag Conference Room

LSU Athletics Recommended Naming:  
Scott Moran Championship Plaza

LSU Student Union Recommended Naming:  
Shirley Plakidas Reception Room

Business Education Complex Recommended Namings (corporations or foundations):  
Amedisys Graduate Pavilion  
Beauchamp Foundation Conference Room  
JP Morgan Chase Entrance Plaza  
Lee Michaels Fine Jewelry Office  
Luba Workers' Comp Interview Room  
Irene and C.B. Pennington Foundation Undergraduate Classroom  
Shell Classroom  
SSA Consultants Teamroom

**2. Fiscal Impact**

None

**3. Description of the competitive process followed.**

None

**4. Review of Legal Documents**

None

**5. Parties of Interest**

None

**6. Related Transactions**

None

**7. Conflicts of Interest**

None.

**ATTACHMENTS**

- Due to volume, supporting documents will be found on the Board of Supervisors website located with the Agenda.

## RECOMMENDATION

It is recommended that the LSU Board of Supervisors adopt the following resolution:

**"NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the following naming of portions of the Business Education Complex, the new Championship Plaza outside Tiger Stadium and a portion of the newly renovated LSU Student Union be named after persons to honor their support of LSU.

### Business Education Complex Recommended Naming (individuals):

Tom and Lisa Adamek Visiting Executive Office  
John and Nancy Barnidge Team Room  
John W. Barton, Sr. Interview Room  
Carol M. Calkins Office  
Deke G. Carbo and Julie E. Rodrigue Office  
Sidney N. and Julian R. Carruth Stairway  
Sidney N. and Julian R. Carruth Team Room  
Ross and Sherry Centanni Pavilion  
Robert H. Crosby, Jr. Pavilion  
Donald Gauci and Kathryn Woessner Gauci Faculty Office  
Lee and Barrie Griffin Reception Area  
John C. Hamilton Family IT Technical Storage Repair Bay  
James Brady and Mary Turner Harris Conference Room  
Joe and Lee Herring Marketing Suite  
Michael and Darlene Hillman Workroom  
Jerry and Donna Jolly Workroom  
Joe and Julie Lancaster Accounting Workroom  
William R. Lane-Faculty Lounge  
Betty and David Laxton Team Room  
Richard N. and Doris D. Lemieux MBA Workroom  
J.D. and Patsy R. Lyle PhD Student Meeting Room  
Virginia Slaughter Martin Courtyard  
Matt and Sherri McKay Department of Information Systems and Decision Sciences Suite  
Jake and Mary Nell Netterville & Postlethwaite & Netterville Conference Room  
John and Virginia Noland Classroom  
A.K." Peck" Palmer Workroom  
Marty and Liane Phillips Classroom  
Matthew and Pamela Robinson Team Room  
George H. Rome Faculty Office  
William W. and Catherine M. Rucks Undergraduate Pavilion and the William W. and Catherine M. Rucks Management Suite  
Bart and Diane Schmolke Information Technology Server Room  
Stephen and Sheri Scott Workroom  
Jerry and Beverly Shea Interview Room  
Denny and Jane Shelton Recruiters' Lounge  
Jeff and Amie Springmeyer Boardroom  
Richard and Linda Sturlese Accounting Suite  
Janet and Bobby Theriot Reception Area  
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### LSU Athletics Recommended Naming:

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Business Education Complex Recommended Namings (corporations or foundations):

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Beauchamp Foundation Conference Room

JP Morgan Chase Entrance Plaza

Lee Michaels Fine Jewelry Office

Luba Workers' Comp Interview Room

Irene and C.B. Pennington Foundation Undergraduate Classroom

Shell Classroom

SSA Consultants Teamroom.”

Documents for each individual recommendation can be found here:

<http://www.lsusystem.edu/docs/agenda/2011/12092011-Consent-item-11.zip>