



## **LSU Board of Supervisors**

LSU University Administration Building  
Board Room  
3810 W. Lakeshore Drive  
Baton Rouge, Louisiana 70808

**Friday, May 5, 2017**

10:00 AM

### **PUBLIC COMMENT**

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.lsu.edu/bos/public-comments.php>

### **COMMITTEE MEETINGS**

#### **A. ACADEMIC AND STUDENT AFFAIRS, ACHIEVEMENT AND DISTINCTION COMMITTEE**

**Mr. James W. Moore, Chair**

1. Request from LSU A&M for Approval of a Letter of Intent for a Master of Science in Athletic Training
2. Request from LSU Health Sciences Center - Shreveport for Approval of a Letter of Intent to Establish a Doctor of Occupational Therapy
3. Request from LSU A&M for Continued Approval of the Stephenson Disaster Management Institute
4. Request from LSU Shreveport for Continued Approval of the International Lincoln Center for American Studies
5. Request from LSU A&M to Name the African American Cultural Center the Clarence L. Barney, Jr. African American Cultural Center
6. CONSENT AGENDA
  - i. Recommendation to Approve Degrees to be Conferred at the 2017 Spring Commencement Exercises
  - ii. Recommendation to Approve Degrees to be Conferred at the 2017 Summer Commencement Exercises
  - iii. Request from LSU Shreveport to Create the Department of Leadership Studies in the College of Business, Education and Human Development

- iv. Request from LSU A&M to Name 27 Facilities on Campus
  - Julian T. White Design Atrium in the Design Building, College of Art & Design
  - Hans and Donna Sternberg Salon in the French House, Roger Hadfield Ogden Honors College
  - Matt and Melissa Juneau Family Classroom in the French House, Roger Hadfield Ogden Honors College
  - 24 Facilities in the College of Engineering (see supporting documents for complete list)
- v. Request from LSU A&M to Change the Name of the John W. Dupuy Endowed Professorship #2 to the James R. Dupuy Professorship
- vi. Request from LSU Health Sciences Center-Shreveport to Establish 3 Endowed Professorships
  - Dudley R. Isom, DDS Endowed Professorship in Oral and Maxillofacial Surgery
  - Charles H. Webb, MD Endowed Professorship in Pediatrics
  - Medical Center Clinics Endowed Professorship in Radiology

## **B. FINANCE, INFRASTRUCTURE, AND CORE DEVELOPMENT COMMITTEE**

**Mr. Ronald Anderson, Chair**

1. Request from LSU A&M to Authorize The Board of Supervisors to Enter into a Contract with Aramark to Manage Concessions for LSU Athletic Venues and Events

## **C. PROPERTY AND FACILITIES COMMITTEE**

**Mr. Rolfe McCollister, Jr., Chair**

1. Request from LSU Health Care Services Division for Approval to Sell Property in Baton Rouge to the Capital Area Transit System
2. Request from LSU A&M to Authorize the President to Execute Agreements for Development of the Greenhouse District
3. Request from LSU A&M to Authorize the President to Execute a Lease for Resurfacing of Bernie Moore Track Stadium with Tiger Athletic Foundation
4. Request from LSU A&M to Authorize the President to Execute a Lease for Installation of a Distributed Television System in Tiger Stadium with Tiger Athletic Foundation

## **D. RESEARCH AND ECONOMIC DEVELOPMENT COMMITTEE**

**Mr. Jim McCrery, Chair**

1. Presentation on Technology Transfer Metrics and Round 5 LIFT2 Awards

**E. AUDIT COMMITTEE**

**Mr. Lee Mallett, Chair**

The Audit Committee will meet at 8:00am in the LSU University Administration Building in Conference Room 112, Baton Rouge. The Committee may go into Executive Session in accordance with the provisions of LA R.S. 42:6.1 A (4).



**LSU Board of Supervisors Meeting**  
**LSU University Administration Building**  
**Board Room**  
**3810 W. Lakeshore Drive**  
**Baton Rouge, Louisiana 70808**  
**Friday, 5/5/2017**  
**1:00 - 5:00 PM CT**

1. Call to Order and Roll Call
2. Invocation and Pledge of Allegiance
3. Approval of Minutes of Board Meeting of March 17, 2017  
*BOS Meeting Minutes.031717 - Page 2*
4. Personnel Actions Requiring Board Approval  
*Personnel Actions Requiring BoS Approval 5.5.17 - Page 12*
5. Reports from Staff Advisors and Faculty Advisors
6. President's Report
7. Reports to the Board
  - a. FY17 3rd Quarter Consolidated Investment Report**  
*FY17 Q3 LSU Investment Report - Page 14*
  - b. FY17 3rd Quarter Consolidated Report on Personnel Actions Not Requiring Board Approval**  
*FY17 Q3 Personnel Informational Board Report - Page 22*
8. Committee Reports
9. Request Consent for President F. King Alexander to Recommend the Reappointment of Mr. Bobby Yarborough, Dr. Byron Harrell and Ms. Elaine Abell to the University Medical Center Management Corporation Board of Directors  
*UMCMC Appointment Resolution - Page 25*
10. Chairman's Report
11. Adjournment

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MINUTES

REGULAR BOARD MEETING

March 17, 2017

1. Call to Order and Roll Call

Mr. Scott Ballard, Chair, called to order the Regular Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College in the Acadian Center Room A-127 at Louisiana State University at Eunice, LA, on March 17, 2017 at 1:05 p.m.

The secretary called the roll.

PRESENT

Mr. Scott Ballard  
Chairman  
Mr. Ronnie Anderson  
Mr. R. Blake Chatelain  
Mr. Lee Mallett  
Mr. James W. Moore  
Mr. Zachary Faircloth

Mr. Stephen Perry  
Chairman-Elect  
Mr. Scott A. Angelle  
Ms. Valencia Sarpy Jones  
Mr. Jim McCrery  
Mr. James M. Williams

ABSENT

Ms. Ann Duplessis  
Mr. Stanley J. Jacobs  
Mr. Robert "Bobby" Yarborough

Mr. Glenn J. Armentor  
Mr. Rolfe McCollister

Also present for the meeting were the following: Dr. F. King Alexander, President of LSU; Mr. Tom Skinner, General Counsel; LSU officers and administrators from their respective campuses; faculty representatives; interested citizens and representatives of the news media.

Public Comments

There were two (2) public comments registered from Mr. Bill Rodier, Executive Director of St. Landry Parish Economic Development and Mr. Dwight Jodon, Chair of the LSUE Advisory Council.

2. Invocation and Pledge of Allegiance

Chairman Ballard recognized Dr. Kimberly Russell, LSUE Chancellor. Dr. Russell introduced the two students addressing the Board.

Ms. Breonna Arvie gave the Invocation. Mr. Lane Hallam Bazar led the Pledge of Allegiance.

Ms. Kathleen Warner, Instructor in Respiratory Care and Directory of the Respiratory Care Program presented to the Board.

3. Approval of the Minutes of the Board Meeting held on January 27, 2017

Upon motion of Mr. Chatelain, seconded by Mr. Anderson, the Board voted unanimously to approve the Minutes of the Regular Board Meeting held on January 27, 2017.

4. Personnel Actions Requiring Board Approval

Mr. Tom Skinner, General Counsel, requested approval of the Personnel Actions. He noted the executive staff had reviewed the actions and recommended Board approval.

Upon motion of Mr. Mallett, seconded by Mr. Perry, the Board voted unanimously to approve the Personnel Actions Requiring Board Approval as presented.

5. Reports from Staff Advisors and Faculty Advisors

Dr. Jim Robinson, Council of Faculty Advisors gave an informational report. There was no report from Staff Advisors.

6. President's Report

Dr. F. King Alexander, President of LSU advised the Board on various matters including:

Dr. Alexander provided information about LSU Day in Washington D.C.

Dr. Alexander addressed safety issues on the LSU campus.

Dr. Alexander mentioned how three (3) years ago when the LSU Band played in the St. Patrick's Day Parade in Dublin, Ireland.

Dr. Alexander, recognized:

Dr. Kimberly Russell, Chancellor of LSUE, for an enrollment update for LSUE.

Dr. Ghali E. Ghali, Chancellor of LSUHSC-S, for an update on a new partnership between Bayou North Area Health Education Center and LSUHSC-S.

Dr. Larry Hollier, Chancellor of LSUHSC-NO and Chief Health Affairs Officer, & Dr. Ghali E. Ghali, Chancellor of LSUHSC-S, about Main Residency Match Day.

7. Reports to the Board

- a. FY 2017 1st Quarter Internal Audit Summary
- b. FY 2017 2nd Quarter Internal Audit Summary
- c. FY 2016-17 2nd Quarter Consolidated LSU Investment Report
- d. FY 2017 2nd Quarter Consolidated Report on Personnel Actions Not Requiring Board Approval
- e. FY 2017 Louisiana State University Metric Data

Upon motion by Mr. Mallett, seconded by Ms. Jones, the Board voted unanimously to accept these reports.

8. Committee Reports

A motion was made by Mr. Mallett, seconded by Mr. Anderson, to approve the Committee resolutions that were approved by the Committees. The Board voted unanimously to approve all Committee resolutions.



8A. Academic and Student Affairs, Achievement and Distinction Committee

Mr. Moore, Chairman of the Academic and Student Affairs, Achievement and Distinction Committee, reported that the Committee received two (2) requests for Board approval and twelve (12) consent agenda items.

8A1. Request from LSU Alexandria to Establish 2 Postbaccalaureate Certificates in Education

- i. Postbaccalaureate Certificate in Adapted Physical Education, Grades 1-12
- ii. Postbaccalaureate Certificate in Significant Disabilities, Grades 1-12

Upon motion of Mr. Anderson, seconded by Mr. Perry, the committee voted unanimously to approve the following resolution:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request to establish a Postbaccalaureate Certificate in Adapted Physical Education, K-12 at LSU Alexandria, subject to approval by the Louisiana Board of Regents.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request to establish a Postbaccalaureate Certificate in Significant Disabilities, Grades 1-12 at LSU Alexandria, subject to approval by the Louisiana Board of Regents.

8A2. Request from LSU A&M to Establish 2 Graduate Certificates in the College of Human Sciences and Education

- i. Graduate Certificate in Early Childhood Education
- ii. Graduate Certificate in Urban and Community Education

Upon motion of Mr. Williams, seconded by Mr. Faircloth, the committee voted unanimously to approve the following resolution:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request to Establish a Graduate Certificate in Early Childhood Education at LSU A&M, subject to approval by the Louisiana Board of Regents.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the Request to Establish a Graduate Certificate in Urban and Community Education at LSU A&M, subject to approval by the Louisiana Board of Regents.

8A3. CONSENT AGENDA

- i. Request from LSU Shreveport to Terminate 2 Programs
- ii. Request from LSU Agricultural Center to Establish the A. Wilbert's Sons Professorship in Biofuels #2
- iii. Request from LSU A&M to Establish 5 Endowed Professorships
- iv. Request from LSU A&M to Convert 2 Endowed Professorships to Endowed Superior Graduate Student Scholarships
- v. Request from LSU Eunice to Establish 2 Endowed Two-Year Student Workforce Scholarships
- vi. Request from LSU Health Sciences Center - New Orleans to Establish the Austin J. Sumner, M.D. Endowed Professorship in Neurology
- vii. Request from LSU Health Sciences Center - Shreveport to Establish the Charles Richard Parks Endowed Professorship in Neurological Rehabilitation
- viii. Request from LSU Shreveport to Establish 2 Endowed Professorships
- ix. Request from LSU Shreveport to Establish the Kathie Giddings Troquille Memorial Endowed Scholarship for First Generation College Students in Social Services

- x. Request from Pennington Biomedical Research Center to Convert the John S. McIlhenny Endowed Chair in Health Wisdom to the John S. McIlhenny Endowed Postdoctoral Fellowship
- xi. Request from LSU A&M to Name the Department of Entrepreneurship and Information Systems the "Stephenson Department of Entrepreneurship and Information Systems"
- xii. Request from LSU A&M to Rename the LSU Child Care Center the "LSU Early Childhood Education Laboratory Preschool"

Upon motion of Mr. Anderson, seconded by Mr. Williams, the Committee voted unanimously approve the Consent resolutions:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU Shreveport to terminate the following 2 programs, subject to approval by the Louisiana Board of Regents:

- a) BS in Elementary & Secondary Education, French
- b) BS in Elementary & Secondary Education, Spanish

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request to establish the A. Wilbert's Sons Professorship in Biofuels #2 at the LSU Agricultural Center, subject to approval by the Louisiana Board of Regents; and

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Supervisors and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain matching gifts and otherwise complete the establishment of the A. Wilbert's Sons Professorship in Biofuels #2 at the LSU Agricultural Center.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request to establish the following 5 endowed professorships at LSU A&M, subject to approval by the Louisiana Board of Regents:

- a) Cheney C. Joseph Endowed Professorship
- b) Neil Odenwald Distinguished Professorship in Landscape Architecture #3
- c) Sybil F. Boizelle Professorship
- d) William Boizelle Professorship
- e) U.J. LeGrange Endowed Professorship in Accounting #10; and

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Supervisors and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain matching gifts and otherwise complete the establishment of each of the following endowed professorships at LSU A&M:

- a) Cheney C. Joseph Endowed Professorship
- b) Neil Odenwald Distinguished Professorship in Landscape Architecture #3
- c) Sybil F. Boizelle Professorship
- d) William Boizelle Professorship
- e) U.J. LeGrange Endowed Professorship in Accounting #10

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU A&M for the following Endowed Professorship conversions to Endowed Superior Graduate Student Scholarships:

- a) Arthur K. Barton Professorship to the Arthur K. Barton Superior Graduate Student Scholarship in Mathematics
- b) Charles Lamar Family Professorship for Graduate Studies in the School of Music to the Charles Lamar Family Superior Graduate Student Scholarship; and

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Supervisors and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain matching gifts and otherwise complete each of the following Endowed Professorship conversions to Endowed Superior Graduate Student Scholarships:

- a) Arthur K. Barton Professorship to the Arthur K. Barton Superior Graduate Student Scholarship in Mathematics
- b) Charles Lamar Family Professorship for Graduate Studies in the School of Music to the Charles Lamar Family Superior Graduate Student Scholarship

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU Eunice to Establish the following Endowed Two-Year Student Workforce Scholarships, subject to approval by the Louisiana Board of Regents:

- a) John & Geneva Lintzen Manuel Memorial Scholarship #1
- b) John & Geneva Lintzen Manuel Memorial Scholarship #2; and

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Supervisors and/or the President, 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 following Endowed Two-Year Student Workforce Scholarships at LSU Eunice:

- a) John & Geneva Lintzen Manuel Memorial Scholarship #1
- b) John & Geneva Lintzen Manuel Memorial Scholarship #2

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU Health Sciences Center – New Orleans to establish the Austin J. Sumner, M.D. Endowed Professorship in Neurology, subject to approval by the Louisiana Board of Regents; and

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Supervisors and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain matching gifts and otherwise complete the establishment of the Austin J. Sumner, M.D. Endowed Professorship in Neurology at LSU Health Sciences Center – New Orleans.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU Health Sciences Center – Shreveport to establish the Charles Richard Parks Endowed Professorship in Neurological Rehabilitation, subject to approval by the Louisiana Board of Regents; and

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Supervisors and/or the President, 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 Charles Richard Parks Endowed Professorship in Neurological Rehabilitation at the LSU Health Sciences Center – Shreveport.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request to establish the following 2 endowed professorships at LSU Shreveport, subject to approval by the Louisiana Board of Regents:

- a) Joe B. Callaway Endowed Professorship in Business
- b) George A. Khoury, Jr. Endowed Professorship in Weightlifting; and

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Supervisors and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain matching gifts and otherwise complete the establishment of each of the following endowed professorships at LSU Shreveport:

- a) Joe B. Callaway Endowed Professorship in Business
- b) George A. Khoury, Jr. Endowed Professorship in Weightlifting

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request to establish the Kathie Giddings Troquille Memorial Endowed Scholarship for First Generation Students in Social Services at LSU Shreveport, subject to approval by the Louisiana Board of Regents; and

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Supervisors and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain matching gifts and otherwise complete the establishment of the Kathie Giddings Troquille Memorial Endowed Scholarship for First Generation Students in Social Services at LSU Shreveport.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from Pennington Biomedical Research Center to convert the John S. McIlhenny Endowed Chair in Health Wisdom to the John S. McIlhenny Endowed Postdoctoral Fellowship; and

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Supervisors and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain matching gifts and otherwise complete the conversion of the John S. McIlhenny Endowed Chair in Health Wisdom to the John S. McIlhenny Endowed Postdoctoral Fellowship at Pennington Biomedical Research Center.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request to name the Department of Entrepreneurship in the E.J. Ourso College of Business at LSU A&M the “Stephenson Department of Entrepreneurship and Information Systems,” subject to approval by the Louisiana Board of Regents.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request to rename the LSU Child Care Center the “LSU Early Childhood Education Laboratory Preschool” at LSU A&M.

Mr. Moore asked for a motion to adjourn the Committee meeting.

Upon motion by Mr. Anderson, seconded by Ms. Jones, the Committee meeting was adjourned.

8B. Finance, Infrastructure and Core Development Committee

Mr. Anderson, Chairman of the Finance, Infrastructure, and Core Development Committee, reported that the Committee received one (1) request for Board approval.

8B1. Request from LSU Health Shreveport to Approve the School of Graduate Studies Tuition and Non-Resident Fee Waivers and MD/PhD Program Tuition Waivers

Upon motion of Ms. Jones, seconded by Mr. Mallet, the committee voted unanimously to approve 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 F. King Alexander, President of the Louisiana State University, or his designee, to continue the School of Graduate Studies Tuition and Non-Resident Fee Waivers at LSU Health Science Center - Shreveport.

**BE IT FURTHER RESOLVED** that F. King Alexander, President of the Louisiana State University, 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 continue the MD/PhD Program Waivers at LSU Health Science Center - Shreveport.

Mr. Anderson asked for a motion to adjourn the Committee meeting.

Upon motion of Mr. McCrery, seconded by Mr. McCollister, the Committee meeting was adjourned.

8C. Property and Facilities Committee

Mr. Scott Ballard, Chairman of the Board, appointed Mr. Stephen Perry to the Property & Facilities Committee as a substitute member for Mr. Glenn Armentor and appointed Mr. Jim McCrery to conduct the Committee meeting.

Mr. Jim McCrery reported that the Committee received one (1) request for Board approval.

8C1. Request from LSU A&M to Approve the Schematic Design of the LSU Tiger Park Indoor Practice Facility

Upon motion of Mr. Faircloth, seconded by Mr. Angelle, the committee vote unanimously to approve the following resolution:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the exterior elevations for the LSU Tiger Park Indoor Practice Facility.

Mr. McCrery asked for a motion to adjourn the Committee meeting.

Upon motion of Mr. Angelle, seconded by Mr. Faircloth, the Committee meeting was adjourned.

8D. Athletic Committee

Mr. Chatelain, Chairman of the Athletic Committee, reported that the Committee received one (1) presentation and one (1) request for Board approval.

8D1. LSU Athletics Strategic Plan Update

Mr. Joe Alleva, Vice Chancellor and Director of Athletics for LSU, presented an update on the LSU Athletics Strategic Plan.

8D2. Request from LSU A&M to Approve an Employment Contract with Edward J. Orgeron Jr., Head Football Coach

Upon motion of Mr. Angelle, seconded by Mr. Anderson, the committee vote unanimously to approve the following resolution:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. F. King Alexander, President, or his designee, to sign the contract with Edward J. Orgeron, Jr., as described in this item, and to include in such contracts any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.

Mr. Chatelain asked for a motion to adjourn the Committee meeting.

Upon motion of Mr. Anderson, seconded by Mr. Moore, the Committee meeting was adjourned.

9. Approval of 2017-2018 Board of Supervisors Meeting Schedule

Upon motion of Mr. Mallett, seconded by Mr. McCrery, the Board voted unanimously to approve the 2017-2018 Board of Supervisors Meeting Schedule.

10. Chairman's Report

Chairman Ballard recognized Board Member Mr. Yarborough for being named as a Baton Rouge Business Hall of Fame Laureate.

Chairman Ballard reminded the Board members about the Board of Regents Trusteeship Conference on Monday, March 20, 2017.

The Chairman announced the next Board of Supervisors meeting will be held in Baton Rouge at LSU on May 5, 2017.

11. Adjournment

Chairman Ballard asked for a motion to adjourn with no further business before the Board.

Upon motion by Mr. Anderson, seconded by Mr. Mallett, the meeting was adjourned.

Stephanie Tomlinson  
Executive Assistant  
LSU Board of Supervisors

Personnel Actions Requiring Board Approval  
per PM 69

May 5, 2017

Personnel Actions Requiring Board Approval per PM69  
May 5, 2017

**LSU A&M**

**Change in Title & Equity Increase**

<u>Name</u>	<u>Current Title</u>	<u>Proposed Title</u>	<u>Effective</u>	<u>Current Compensation</u>	<u>Proposed Compensation</u>	<u>% Change</u>
Thomas Skinner	General Counsel	Vice President and General Counsel	5/1/2017	\$270,000	\$330,000	22%



**Personnel Actions Information Report**  
**Reporting Period: January 1, 2017 - March 31, 2017**

<b>LSU</b>						
<b>Name</b>	<b>Effective Date</b>	<b>Title</b>	<b>Prev Salary</b>	<b>New Salary</b>	<b>% Change</b>	<b>Transaction</b>
Wagner, Mark	1/15/2017	Distinguished Professor				Academic Subvention Half AY
Barr, Courney A	1/15/2017	Associate Professor				Sabbatical Leave Half AY
Celentano, Denyce	1/15/2017	Associate Professor				Sabbatical Leave Half AY
Oetting, Janna B	1/15/2017	Professor				Sabbatical Leave Half AY
Heifferon, Barbara A	1/15/2017	Professor				Sabbatical Leave Half AY
Richardson II, Malcolm	1/15/2017	Professor				Sabbatical Leave Half AY
Euba, Femi	1/15/2017	Designated Professor				Sabbatical Leave Half AY
Castro, Elena	1/15/2017	Professor				Sabbatical Leave Half AY
Yeager, Jack	1/15/2017	Professor				Sabbatical Leave Half AY
Brody, Mary J	1/15/2017	Professor				Sabbatical Leave Half AY
Colten, Craig E	1/15/2017	Designated Professor				Sabbatical Leave Half AY
Pasquier, Michael T	1/15/2017	Associate Professor				Sabbatical Leave Half AY
Boutwell, Brett N	1/15/2017	Associate Professor				Sabbatical Leave Half AY
Ding, Huang	1/15/2017	Professor				Sabbatical Leave Half AY
Cherry, Michael L	1/15/2017	Professor				Sabbatical Leave Half AY
Clayton, Jeffrey C	1/15/2017	Designated Professor				Sabbatical Leave Half AY
Sanders, Meghan S	1/15/2017	Associate Professor				Sabbatical Leave Half AY
Broussard, Jinx C	1/15/2017	Distinguished Professor				Sabbatical Leave Half AY
Lockridge, Lee Ann	1/15/2017	Designated Professor				Sabbatical Leave Half AY
Levy, Kenneth M	1/15/2017	Designated Professor				Sabbatical Leave Half AY
Stoltzfus, Neal W	2/3/2017	Professor				Emeritus Status Awarded
Gellrich, Jesse	3/7/2017	Professor				Emeritus Status Awarded
Richard III, Golden G.	1/1/2017	Professor		\$145,000		New Hire with Tenure
Ballinger, Andrea	3/1/2017	Chief Technology Officer		\$260,000	N/A	New Hire
Noel, Alexandra	3/1/2017	Assistant Professor	\$13,090	\$85,000	549.35%	Promotion to Tenure-Track Faculty Rank
Wornat, M. J.	2/1/2017	Dean	\$165,712	\$210,000	26.73%	Promotion to Dean
Gonzalez, Gabriela	1/15/2017	Professor	\$112,144	\$168,216	50.00%	Salary Increase

<b>LSU at Shreveport</b>						
<b>Name</b>	<b>Effective Date</b>	<b>Title</b>	<b>Prev Salary</b>	<b>New Salary</b>	<b>% Change</b>	<b>Transaction</b>
Cannon, Barbie M	1/30/2017	Vice Chancellor for Business Affairs		\$137,500		New Hire

<b>Pennington Biomedical Center</b>						
<b>Name</b>	<b>Effective Date</b>	<b>Title</b>	<b>Prev Salary</b>	<b>New Salary</b>	<b>% Change</b>	<b>Transaction</b>
Gettys, Thomas W	2/1/2017	Professor	\$183,470	\$225,000	22.64%	Equity Adjustment

<b>LSU AgCenter</b>						
<b>Name</b>	<b>Effective Date</b>	<b>Title</b>	<b>Prev Salary</b>	<b>New Salary</b>	<b>% Change</b>	<b>Transaction</b>
Wilson, Blake	3/1/2017	Assistant Professor	\$55,000	\$84,000	52.73%	Promotion to Tenure-Track Faculty Rank
Watts, Evelyn	1/1/2017	Associate Professor Regular Pay	\$48,645	\$83,000	70.62%	Promotion to Tenure-Track Faculty Rank

<b>LSUHSC-New Orleans</b>						
<b>Name</b>	<b>Effective Date</b>	<b>Title</b>	<b>Prev Salary</b>	<b>New Salary</b>	<b>% Net Change</b>	<b>Transaction</b>
Davis, Sylvia M	3/1/2017	Professor				Emeritus Status Awarded
Hovland, Eric J	2/1/2017	Professor				Emeritus Status Awarded
Letourneau, Janis Gissel	1/1/2017	Professor				Emeritus Status Awarded
Pincus, Seth H	2/2/2017	Professor				Emeritus Status Awarded

<b>LSUHSC-New Orleans</b>						
<b>Name</b>	<b>Effective Date</b>	<b>Title</b>	<b>Honorific Allowance</b>	<b>Named Professorship</b>	<b>Transaction</b>	
English, Robin	1/1/2017	Professor		Wyeth-Ayerst Women in Medicine Professorship	Joint Appointment	
Evans, Gerald H	1/1/2017	Professor		R. Jack Cassingham, DDS Chair in Periodontics	Initial Appointment	
Gardner, Jason D.	1/1/2017	Associate Professor		Kai and Earl Rozas Professor of Physiology	Initial Appointment	

<b>LSUHSC-Shreveport</b>						
<b>Name</b>	<b>Effective Date</b>	<b>Title</b>	<b>Prev Salary</b>	<b>New Salary</b>	<b>% Net Change</b>	<b>Transaction</b>
Barton, Richard S.	3/1/2017	DEPARTMENT HEAD/CHAIRMAN	\$38,220	\$175,000	357.87%	PRO Promotion-Unclass/Admin Duties
Brown, Kenneth L	3/22/2017	EXECUTIVE DIR NON ACADEMIC ARE	\$90,000	\$150,000	66.66%	PRO Promotion-Unclass/Admin Duties

<b>LAKMC</b>						
<b>Name</b>	<b>Effective Date</b>	<b>Title</b>	<b>Prev Salary</b>	<b>New Salary</b>	<b>% Net Change</b>	<b>Transaction</b>
Prather, Charles Clayton	1/1/2017	NURSE ANESTHETIST	\$143,000	\$158,000	10.48%	PAY Equity Adjust Unclass
Siler, Bobby Clinton	1/1/2017	NURSE ANESTHETIST		\$158,000	100.00%	HIR Appointment Unclassified

**LSU**  
**Deposit and Collateral Report**  
**For the Quarter Ended March 31, 2017**

Deposits Requiring Posting of Collateral:	Demand Deposit Sweep/MMA Repurchase	Certificates of Deposit	Total Deposits in Financial Institutions	Collateral (1)
<b>LSU A &amp; M and LSU Health New Orleans</b>				
Chase - LSU, Health Plan Premium	\$ 61,426,595		\$ 61,426,595	\$ 86,387,880
Capital One - LSU-A	5,908,008		5,908,008	5,908,008
St. Landry Bank - LSU-E	492,923		492,923	997,986
Campus Federal Credit Union - LSU-S		\$ 100,214	100,214	250,000
Capital One (Hibernia National Bank) - LSU-S	11,365,852		11,365,852	11,789,871
Chase-HSCNO	17,442,358	18,600	17,460,958	33,573,879
<b>Total</b>	<b>\$ 96,635,736</b>	<b>\$ 118,814</b>	<b>\$ 96,754,550</b>	<b>\$ 138,907,624</b>
<b>LSU Health Shreveport</b>				
US Bank	\$ 5,107		\$ 5,107	\$ 250,000
Regions Bank-EA Conway	569,271		569,271	575,656
Regions Bank-Huey P Long	341,643		341,643	343,476
Regions Bank-Shreveport	60,960,956		60,960,956	62,313,810
Regions Bank-Shreveport Endowment Fds	6,931,649		6,931,649	6,931,649
<b>Total</b>	<b>\$ 68,808,626</b>	<b>\$ -</b>	<b>\$ 68,808,626</b>	<b>\$ 70,414,591</b>
<b>LSU HCSD</b>				
JP Morgan Chase (HCSD)	\$ 72,237,859		\$ 72,237,859	\$ 79,281,634
Capital One (MCLNO Trust Fund)	4,721,104		4,721,104	8,492,457
<b>Total</b>	<b>\$ 76,958,963</b>	<b>\$ -</b>	<b>\$ 76,958,963</b>	<b>\$ 87,774,091</b>
<b>LSU - Shreveport (3)</b>				
Campus Federal Credit Union			\$ -	
Capital One (Hibernia National Bank)			-	
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Requiring Collateral</b>	<b>\$ 242,403,325</b>	<b>\$ 118,814</b>	<b>\$ 242,522,139</b>	<b>\$ 297,096,306</b>
<b>Deposits In Trust or Federal Obligations Not Requiring Collateral</b>				
Federated Money Markets	\$ 36,884,435		\$ 36,884,435	
Federated Funds-Treas. Oblig. (2)	7,819		7,819	
<b>Total</b>	<b>\$ 36,892,254</b>	<b>\$ -</b>	<b>\$ 36,892,254</b>	
<b>Total Deposits</b>	<b>\$ 279,295,579</b>	<b>\$ 118,814</b>	<b>\$ 279,414,393</b>	

(1) Collateral amounts include FDIC coverage of \$250,000 on Demand Deposits, \$250,000 on CD's and \$250,000 by the National Credit Union Share Insurance Fund on deposits with Campus Federal Credit Union.

(2) One Group & Federated Funds are no-load, open ended mutual funds investing in U.S. Treasury obligations.

(3) LSUS is included with LSU A&M effective For the Quarter Ended March 31, 2017

**LSU**  
**Investment Summary**  
For the Quarter Ended March 31, 2017

Fund Description	As of 7/1/2016		As of 9/30/2016		As of 12/31/2016		As of 3/31/2017		As of 06/30/2017	
	Value	Cost	Market Value	Cost	Market Value	Cost	Market Value	Cost	Market Value	
<b>Current Funds</b>										
Cash/Sweeps	\$220,965,188	\$298,452,168	\$298,452,168	\$229,016,147	\$229,016,147	\$230,465,341	\$230,465,341	\$0	\$0	
Money Market Accounts/Repos (A)	\$2,007,708	\$7,137,665	\$7,137,665	\$7,094,845	\$7,094,845	\$13,690,567	\$13,690,567	\$0	\$0	
Certificates of Deposit	\$100,213	\$100,213	\$100,213	\$0	\$0	\$100,214	\$100,214	\$0	\$0	
Treasury Notes	\$12,142,653	\$11,546,211	\$12,038,838	\$13,549,106	\$13,531,043	\$14,313,414	\$14,358,659	\$0	\$0	
CMO's	\$614,148	\$444,892	\$447,846	\$295,967	\$297,432	\$231,410	\$229,997	\$0	\$0	
Agency Securities (B)	\$91,221,542	\$104,166,209	\$106,777,636	\$129,520,232	\$127,520,554	\$128,562,240	\$125,769,478	\$0	\$0	
Mortgaged Backed Securities	\$37,344,568	\$35,034,733	\$35,800,847	\$33,785,445	\$34,007,628	\$33,070,084	\$32,699,084	\$0	\$0	
Equity Securities (C)	\$61,043	\$0	\$68,148	\$0	\$82,632	\$0	\$80,993	\$0	\$0	
Bond Mutual Funds	\$45,093,538	\$46,697,531	\$45,023,968	\$46,697,531	\$43,740,771	\$46,697,531	\$44,312,799	\$0	\$0	
Municipal Bonds (E)	\$60,025,003	\$61,402,164	\$62,817,171	\$86,580,039	\$85,214,042	\$90,261,772	\$87,412,596	\$0	\$0	
Corporate Bonds (D)	\$181,950,335	\$178,919,146	\$183,946,167	\$180,149,776	\$180,877,487	\$182,388,441	\$181,161,071	\$0	\$0	
<b>Total</b>	<b>\$651,525,939</b>	<b>\$743,900,932</b>	<b>\$752,610,667</b>	<b>\$726,689,088</b>	<b>\$721,382,581</b>	<b>\$739,781,014</b>	<b>\$730,280,799</b>	<b>\$0</b>	<b>\$0</b>	
<b>Endowment Funds</b>										
Cash/Sweeps	\$6,930,453	\$6,931,481	\$6,931,481	\$6,932,764	\$6,932,764	\$6,931,649	\$6,931,649	\$0	\$0	
Money Market Accounts/Repos (A)	\$0	\$1,440,718	\$1,440,718	\$603,750	\$603,750	\$1,027,257	\$1,027,257	\$0	\$0	
Certificates of Deposit	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$0	\$0	
Agency Securities (B)	\$5,602,078	\$4,978,944	\$5,068,759	\$5,969,659	\$5,969,885	\$6,142,285	\$5,947,958	\$0	\$0	
Mortgaged Backed Securities	\$1,319,316	\$1,133,095	\$1,149,500	\$1,131,649	\$1,133,459	\$1,003,842	\$995,743	\$0	\$0	
Equity Securities (C)	\$9,730,180	\$6,171,551	\$10,054,907	\$6,171,551	\$10,305,270	\$5,529,539	\$9,467,424	\$0	\$0	
Mutual Funds	\$49,429,471	\$51,026,217	\$54,685,188	\$51,754,304	\$54,191,787	\$51,361,811	\$55,107,181	\$0	\$0	
Municipal Bonds (E)	1,256,822	1,153,189	\$1,176,339	\$1,137,890	\$1,125,955	\$2,329,895	\$2,314,737	\$0	\$0	
Corporate Bonds (D)	7,404,973	\$6,547,513	\$6,920,005	\$6,545,198	\$6,710,008	\$6,573,615	\$6,719,905	\$0	\$0	
<b>Total</b>	<b>\$81,691,893</b>	<b>\$79,401,308</b>	<b>\$87,445,497</b>	<b>\$80,265,365</b>	<b>\$86,991,478</b>	<b>\$80,917,863</b>	<b>\$88,530,454</b>	<b>\$0</b>	<b>\$0</b>	
<b>Other Funds</b>										
Cash/Sweeps	\$4,228,577	\$4,369,228	\$4,369,228	\$4,592,416	\$4,592,416	\$5,006,335	\$5,006,335	\$0	\$0	
Money Market Accounts/Repos (A)	\$102,033,060	\$72,206,517	\$72,206,517	\$32,427,460	\$32,427,460	\$22,166,611	\$22,166,611	\$0	\$0	
Agency Securities (B)	\$7,876,330	\$7,215,695	\$7,809,736	\$7,809,736	\$974,065	\$946,267	\$973,594	\$0	\$0	
Equity Securities (C)	\$464,950	\$0	\$432,909	\$0	\$447,690	\$0	\$406,770	\$0	\$0	
US Gov Related Securities	\$16,295	\$13,812	\$13,812	\$11,455	\$11,455	\$7,819	\$7,819	\$0	\$0	
<b>Total</b>	<b>\$114,619,212</b>	<b>\$83,805,252</b>	<b>\$84,832,202</b>	<b>\$37,977,598</b>	<b>\$38,453,086</b>	<b>\$28,127,032</b>	<b>\$28,561,129</b>	<b>\$0</b>	<b>\$0</b>	
<b>Grand Total</b>	<b>\$847,837,044</b>	<b>\$907,107,492</b>	<b>\$924,888,366</b>	<b>\$844,932,051</b>	<b>\$846,827,145</b>	<b>\$848,825,909</b>	<b>\$847,372,382</b>	<b>\$0</b>	<b>\$0</b>	
<b>Deposits in Financial Institutions</b>										
Total Cash/Sweeps/MMA/Repos	\$336,164,986	\$390,537,777	\$390,537,777	\$280,667,382	\$280,667,382	\$279,287,762	\$279,287,760	\$0	\$0	
Total Certificates of Deposit	\$118,813	\$118,813	\$118,813	\$18,600	\$18,600	\$118,814	\$118,814	\$0	\$0	
US Gov Related Securities	\$16,295	\$13,812	\$13,812	\$11,455	\$11,455	\$7,819	\$7,819	\$0	\$0	
<b>Total Deposits</b>	<b>\$336,300,094</b>	<b>\$390,670,402</b>	<b>\$390,670,402</b>	<b>\$280,697,437</b>	<b>\$280,697,437</b>	<b>\$279,414,395</b>	<b>\$279,414,393</b>	<b>\$0</b>	<b>\$0</b>	
<b>Other Investments</b>										
Treasury Notes	\$12,142,653	\$11,546,211	\$12,038,838	\$13,549,106	\$13,531,043	\$14,313,414	\$14,358,659	\$0	\$0	
CMO's	\$614,148	\$444,892	\$447,846	\$295,967	\$297,432	\$231,410	\$229,997	\$0	\$0	
Agency Securities (B)	\$104,699,950	\$116,360,848	\$119,656,131	\$136,436,158	\$134,464,504	\$135,650,792	\$132,691,030	\$0	\$0	
Mortgaged Backed Securities	\$38,663,884	\$36,167,828	\$36,950,347	\$34,917,094	\$35,141,087	\$34,073,926	\$33,694,827	\$0	\$0	
Equity Securities (C)	\$10,256,173	\$6,171,551	\$10,555,964	\$6,171,551	\$10,835,592	\$5,529,539	\$9,955,187	\$0	\$0	
Bond Mutual Funds	\$45,093,538	\$46,697,531	\$45,023,968	\$46,697,531	\$43,740,771	\$46,697,531	\$44,312,799	\$0	\$0	
Mutual Funds	\$49,429,471	\$51,026,217	\$54,685,188	\$138,334,343	\$139,405,829	\$141,622,953	\$142,519,777	\$0	\$0	
Municipal Bonds (E)	\$61,281,825	\$62,555,353	\$63,993,510	\$87,717,929	\$86,339,997	\$92,591,667	\$89,727,333	\$0	\$0	
Corporate Bonds (D)	\$189,355,308	\$185,466,659	\$190,866,172	\$186,694,974	\$187,587,495	\$188,962,056	\$187,880,976	\$0	\$0	
<b>Total Other</b>	<b>\$511,536,950</b>	<b>\$516,437,090</b>	<b>\$534,217,964</b>	<b>\$650,814,653</b>	<b>\$651,343,750</b>	<b>\$659,673,288</b>	<b>\$655,370,585</b>	<b>\$0</b>	<b>\$0</b>	
<b>Grand Total</b>	<b>\$847,837,044</b>	<b>\$907,107,492</b>	<b>\$924,888,366</b>	<b>\$931,512,090</b>	<b>\$932,041,187</b>	<b>\$939,087,683</b>	<b>\$934,784,978</b>	<b>\$0</b>	<b>\$0</b>	
<b>LSU and Related Campuses</b>										
<b>Current Funds</b>										
Cash/Sweeps	\$122,925,583	\$186,325,891	\$186,325,891	\$95,065,502	\$95,065,502	\$96,350,505	\$96,350,505			
Money Market Accounts/Repos (A)	\$0	\$7,137,638	\$7,137,638	\$6,994,628	\$6,994,628	\$13,690,562	\$13,690,562			
Certificates of Deposit						\$100,214	\$100,214			
Treasury Notes	\$12,142,653	\$11,546,211	\$12,038,838	\$11,550,399	\$11,531,312	\$11,516,556	\$11,562,405			
CMO's	\$614,148	\$444,892	\$447,846	\$295,967	\$297,432	\$231,410	\$229,997			
Agency Securities (B)	\$85,959,811	\$98,908,406	\$101,524,214	\$124,764,524	\$122,807,297	\$123,804,915	\$121,052,389			
Mortgaged Backed Securities	\$34,548,252	\$32,306,981	\$33,123,858	\$31,948,338	\$32,219,678	\$31,243,441	\$30,925,743			
Equity Securities (C)	\$61,043	\$0	\$68,148	\$0	\$82,632	\$0	\$80,993			
Bond Mutual Funds	\$45,093,538	\$46,697,531	\$45,023,968	\$46,697,531	\$43,740,771	\$46,697,531	\$44,312,799			
Municipal Bonds (E)	\$57,320,194	\$57,761,854	\$59,166,554	\$72,424,273	\$71,158,869	\$74,040,562	\$71,288,221			
Corporate Bonds (D)	\$179,633,824	\$176,622,208	\$181,649,287	\$174,345,013	\$175,082,042	\$176,619,152	\$175,397,498			
US Gov Related Securities										
<b>Total</b>	<b>\$538,299,046</b>	<b>\$617,751,612</b>	<b>\$626,506,242</b>	<b>\$564,086,175</b>	<b>\$558,980,163</b>	<b>\$574,294,848</b>	<b>\$564,991,326</b>	<b>\$0</b>	<b>\$0</b>	
<b>Endowment Funds</b>										
Money Market Accounts/Repos (A)	\$0	\$1,440,718	\$1,440,718	\$603,750	\$603,750	\$1,027,257	\$1,027,257			
Certificates of Deposit	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600			
Agency Securities (B)	\$5,602,078	\$4,978,944	\$5,068,759	\$5,969,659	\$5,969,885	\$6,142,285	\$5,947,958			
Mortgaged Backed Securities	\$1,319,316	\$1,133,095	\$1,149,500	\$1,131,649	\$1,133,459	\$1,003,842	\$995,743			
Equity Securities (C)	\$9,722,530	\$6,163,901	\$10,041,038	\$6,163,901	\$10,291,671	\$5,521,889	\$9,452,924			
Municipal Bonds	\$1,256,822	\$1,153,189	\$1,176,339	\$1,137,890	\$1,125,955	\$2,329,895	\$2,314,737			
Corporate Bonds (D)	\$7,404,973	\$6,547,513	\$6,920,005	\$6,545,198	\$6,710,008	\$6,573,615	\$6,719,905			
US Gov Related Securities										
<b>Total</b>	<b>\$25,324,319</b>	<b>\$21,435,960</b>	<b>\$25,814,959</b>	<b>\$21,570,647</b>	<b>\$25,853,328</b>	<b>\$22,617,383</b>	<b>\$26,477,124</b>	<b>\$0</b>	<b>\$0</b>	
<b>Other Funds</b>										
Cash/Sweeps						\$285,231	\$285,231			
Money Market Accounts/Repos (A)	\$64,520,398	\$32,135,509	\$32,135,509	\$23,948,813	\$23,948,813	\$13,676,423	\$13,676,423			
Agency Securities (B)	\$7,876,330	\$7,215,695	\$7,809,736	\$946,267	\$974,065	\$946,267	\$973,594			
<b>Total</b>	<b>\$72,396,728</b>	<b>\$39,351,204</b>	<b>\$39,945,245</b>	<b>\$24,895,080</b>	<b>\$24,922,878</b>	<b>\$14,907,921</b>	<b>\$14,935,248</b>	<b>\$0</b>	<b>\$0</b>	
<b>Grand Total</b>	<b>\$636,020,093</b>	<b>\$678,538,776</b>	<b>\$692,266,446</b>	<b>\$610,551,902</b>	<b>\$609,756,369</b>	<b>\$611,820,152</b>	<b>\$606,403,698</b>	<b>\$0</b>	<b>\$0</b>	

**LSU**  
**Investment Summary**  
**For the Quarter Ended March 31, 2017**

Fund Description	As of 7/1/2016	As of 9/30/2016		As of 12/31/2016		As of 3/31/2017		As of 06/30/2017	
	Value	Cost	Market Value	Cost	Market Value	Cost	Market Value	Cost	Market Value
<b>LSU Health Shreveport</b>									
<b>Current Funds</b>									
Cash/Sweeps S.	\$52,626,700	\$59,745,276	\$59,745,276	\$51,644,845	\$51,644,845	\$60,966,063	\$60,966,063		
Cash/Sweeps C.	\$1,290,500	\$1,417,307	\$1,417,307	\$542,995	\$542,995	\$569,271	\$569,271		
Cash/Sweeps H.	\$499,056	\$460,977	\$460,977	\$377,510	\$377,510	\$341,643	\$341,643		
<b>Cash/Sweeps</b>	<b>\$54,416,256</b>	<b>\$61,623,560</b>	<b>\$61,623,560</b>	<b>\$52,565,350</b>	<b>\$52,565,350</b>	<b>\$61,876,977</b>	<b>\$61,876,977</b>	<b>\$0</b>	<b>\$0</b>
Money Market Accounts/Repos (A)	\$1,506,001	\$3	\$3	\$4	\$4	\$5	\$5		
Treasury Notes (B)				\$1,998,707	\$1,999,731	\$2,796,858	\$2,796,254		
Agency Securities (B)	\$5,261,731	\$5,257,803	\$5,253,422	\$4,755,708	\$4,713,257	\$4,757,325	\$4,717,089		
Mortgaged Backed Securities (B)	\$2,796,316	\$2,727,752	\$2,676,989	\$1,837,107	\$1,787,950	\$1,826,643	\$1,773,341		
Municipal Bonds (E)	\$2,704,809	\$3,640,310	\$3,650,617	\$14,155,766	\$14,055,173	\$16,221,210	\$16,124,375		
Corporate Bonds (D)	\$2,316,511	\$2,296,938	\$2,296,880	\$5,804,763	\$5,795,445	\$5,769,289	\$5,763,573		
<b>Total</b>	<b>\$69,001,624</b>	<b>\$75,546,366</b>	<b>\$75,501,471</b>	<b>\$81,117,405</b>	<b>\$80,916,910</b>	<b>\$93,248,307</b>	<b>\$93,051,614</b>	<b>\$0</b>	<b>\$0</b>
<b>Endowment Funds</b>									
Cash/Sweeps	\$6,930,453	\$6,931,481	\$6,931,481	\$6,932,764	\$6,932,764	\$6,931,649	\$6,931,649		
Equity Securities (C)	\$7,650	\$7,650	\$13,869	\$7,650	\$13,599	\$7,650	\$14,500		
Mutual Funds	\$49,429,471	\$49,873,028	\$53,508,849	\$50,616,414	\$53,065,832	\$49,031,286	\$52,792,444		
<b>Total</b>	<b>\$56,367,574</b>	<b>\$56,812,159</b>	<b>\$60,454,199</b>	<b>\$57,556,828</b>	<b>\$60,012,195</b>	<b>\$55,970,585</b>	<b>\$59,738,593</b>	<b>\$0</b>	<b>\$0</b>
<b>Grand Total</b>	<b>\$125,369,198</b>	<b>\$132,358,525</b>	<b>\$135,955,670</b>	<b>\$138,674,233</b>	<b>\$140,929,105</b>	<b>\$149,218,892</b>	<b>\$152,790,207</b>	<b>\$0</b>	<b>\$0</b>
<b>LSU HCSD</b>									
<b>Current Funds</b>									
Cash/Sweeps	\$43,641,215	\$43,602,414	\$43,602,414	\$78,215,039	\$78,215,039	\$72,237,859	\$72,237,859		
<b>Total</b>	<b>\$43,641,215</b>	<b>\$43,602,414</b>	<b>\$43,602,414</b>	<b>\$78,215,039</b>	<b>\$78,215,039</b>	<b>\$72,237,859</b>	<b>\$72,237,859</b>	<b>\$0</b>	<b>\$0</b>
<b>Other Funds</b>									
Cash/Sweeps	\$3,943,346	\$4,083,997	\$4,083,997	\$4,592,416	\$4,592,416	\$4,721,104	\$4,721,104		
Money Market Accounts/Repos (A)	\$37,512,662	\$40,071,008	\$40,071,008	\$8,478,647	\$8,478,647	\$8,490,188	\$8,490,188		
Equity Securities (C)	\$464,950	\$432,909	\$432,909	\$447,690	\$447,690	\$406,770	\$406,770		
US Gov Related Securities	\$16,295	\$13,812	\$13,812	\$11,455	\$11,455	\$7,819	\$7,819		
<b>Total</b>	<b>\$41,937,253</b>	<b>\$44,168,817</b>	<b>\$44,601,726</b>	<b>\$13,082,518</b>	<b>\$13,530,208</b>	<b>\$13,219,111</b>	<b>\$13,625,881</b>	<b>\$0</b>	<b>\$0</b>
<b>Grand Total</b>	<b>\$85,578,468</b>	<b>\$87,771,231</b>	<b>\$88,204,140</b>	<b>\$91,297,557</b>	<b>\$91,745,247</b>	<b>\$85,456,970</b>	<b>\$85,863,740</b>	<b>\$0</b>	<b>\$0</b>
<b>LSU - Shreveport</b>									
<b>Current Funds *</b>									
Cash/Sweeps	(\$17,866)	\$6,900,303	\$6,900,303	\$3,170,256	\$3,170,256	\$0	\$0		
Money Market Accounts/Repos (A)	\$501,707	\$24	\$24	\$100,213	\$100,213	\$0	\$0		
Certificates of Deposit	\$100,213	\$100,213	\$100,213						
<b>Total</b>	<b>\$584,054</b>	<b>\$7,000,540</b>	<b>\$7,000,540</b>	<b>\$3,270,469</b>	<b>\$3,270,469</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Endowment Funds **</b>									
Cash/Sweeps	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Other Funds</b>									
Cash/Sweeps	\$285,231	\$285,231	\$285,231	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$285,231</b>	<b>\$285,231</b>	<b>\$285,231</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Grand Total</b>	<b>\$869,285</b>	<b>\$7,285,771</b>	<b>\$7,285,771</b>	<b>\$3,270,469</b>	<b>\$3,270,469</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>System Total</b>	<b>\$847,837,044</b>	<b>\$905,954,303</b>	<b>\$923,712,027</b>	<b>\$843,794,161</b>	<b>\$845,701,190</b>	<b>\$846,496,014</b>	<b>\$845,057,645</b>	<b>\$0</b>	<b>\$0</b>

\* LSUS has deposited \$5,076,767 with LSU A&M Campus for investment purposes. Also, negative balance in the cash/Sweeps section of the current funds does not represent an actual negative bank balance, rather it represents a timing difference of the allocation of the current funds. Effective for the quarter ended March 31, 2017, LSU - Shreveport is reported as part of LSU & Related and is no longer reported separately going forward.

\*\* Small endowment funds at LSUS were moved to the LSUS Foundation to accommodate Workday.

**BENCHMARK NOTES (Example Only)**

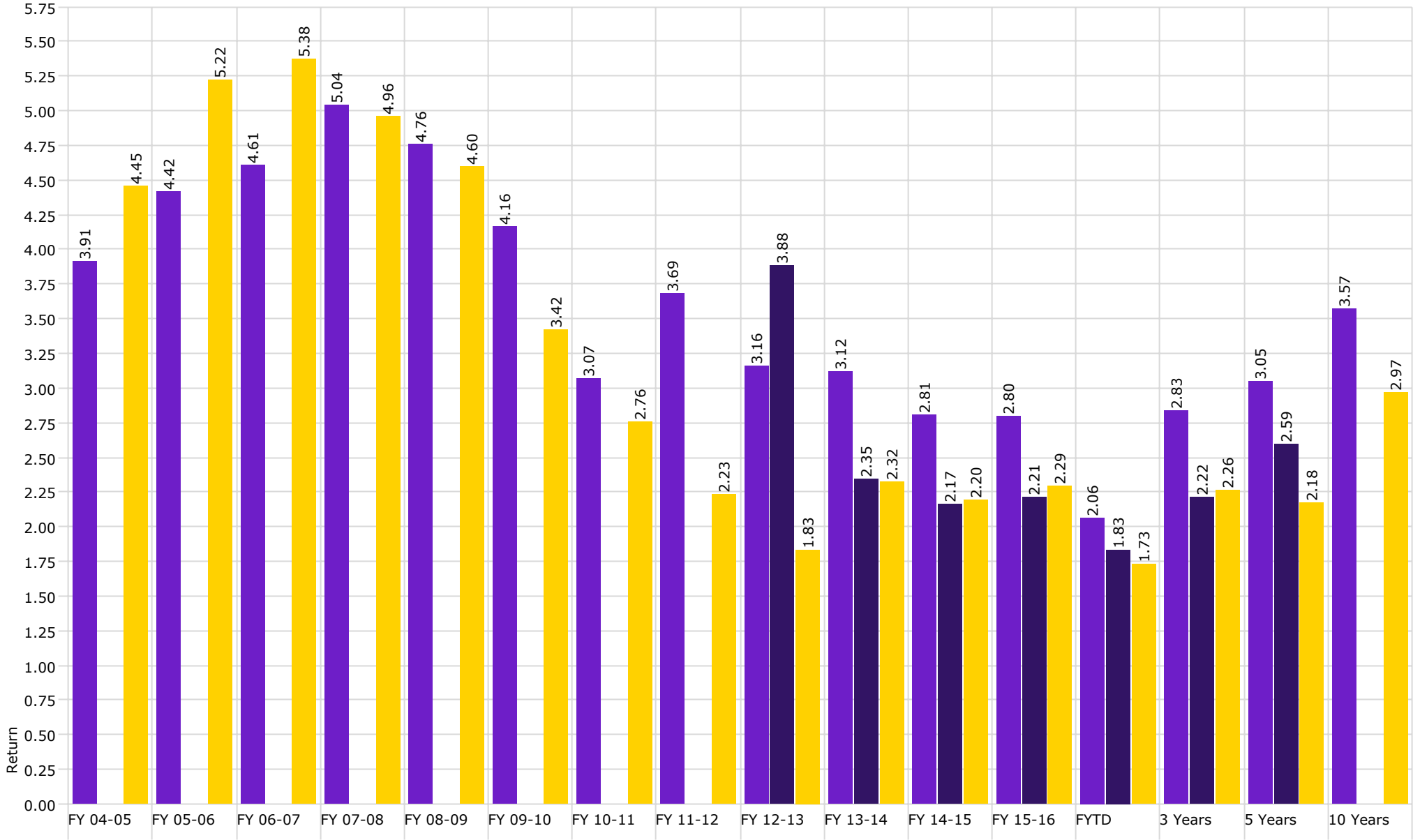
- (A) Benchmarked against 90 day T-Bill
- (B) Benchmarked against Barclay's US Agg Bond TR USD
- (C) US equities benchmarked against Russell 3000 and international against MSCI emerging markets
- (D) Benchmarked against XYZ
- (E) Benchmarked against XYZ

Disclaimer: Pursuant to PM-9, corporate bonds/notes only available for investment beginning 7-1-2011. Louisiana law provides for restrictions on maturity and allocation and may effect benchmark comparisons.



# Investment Management Program Non Endowed Accounts **Realized Yield**

As of 3/31/2017



■ Non Endowed

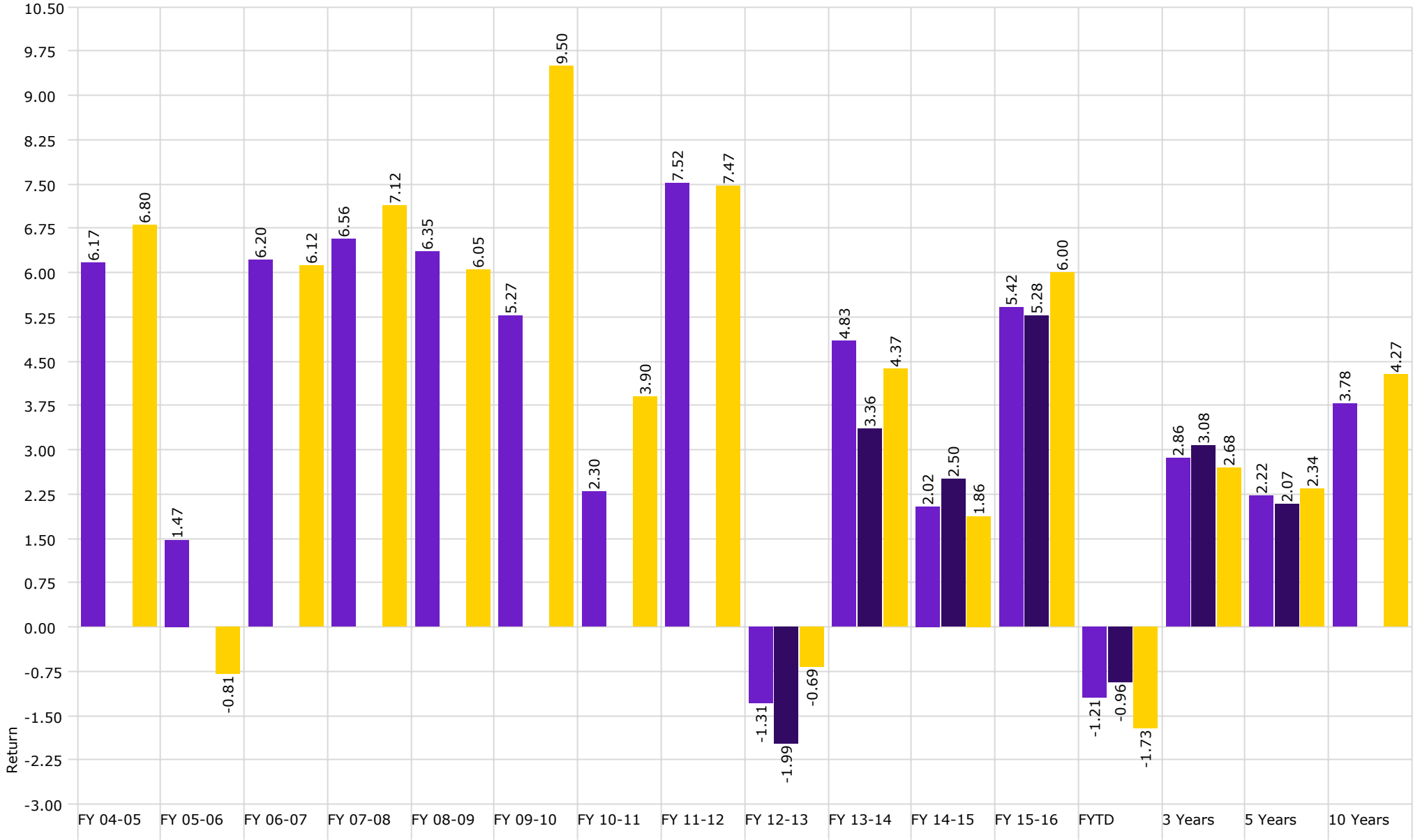
■ Health Plan

■ Barclays Aggregate Bond Index



# Investment Management Program Non Endowed Accounts **Total Return**

As of 3/31/2017



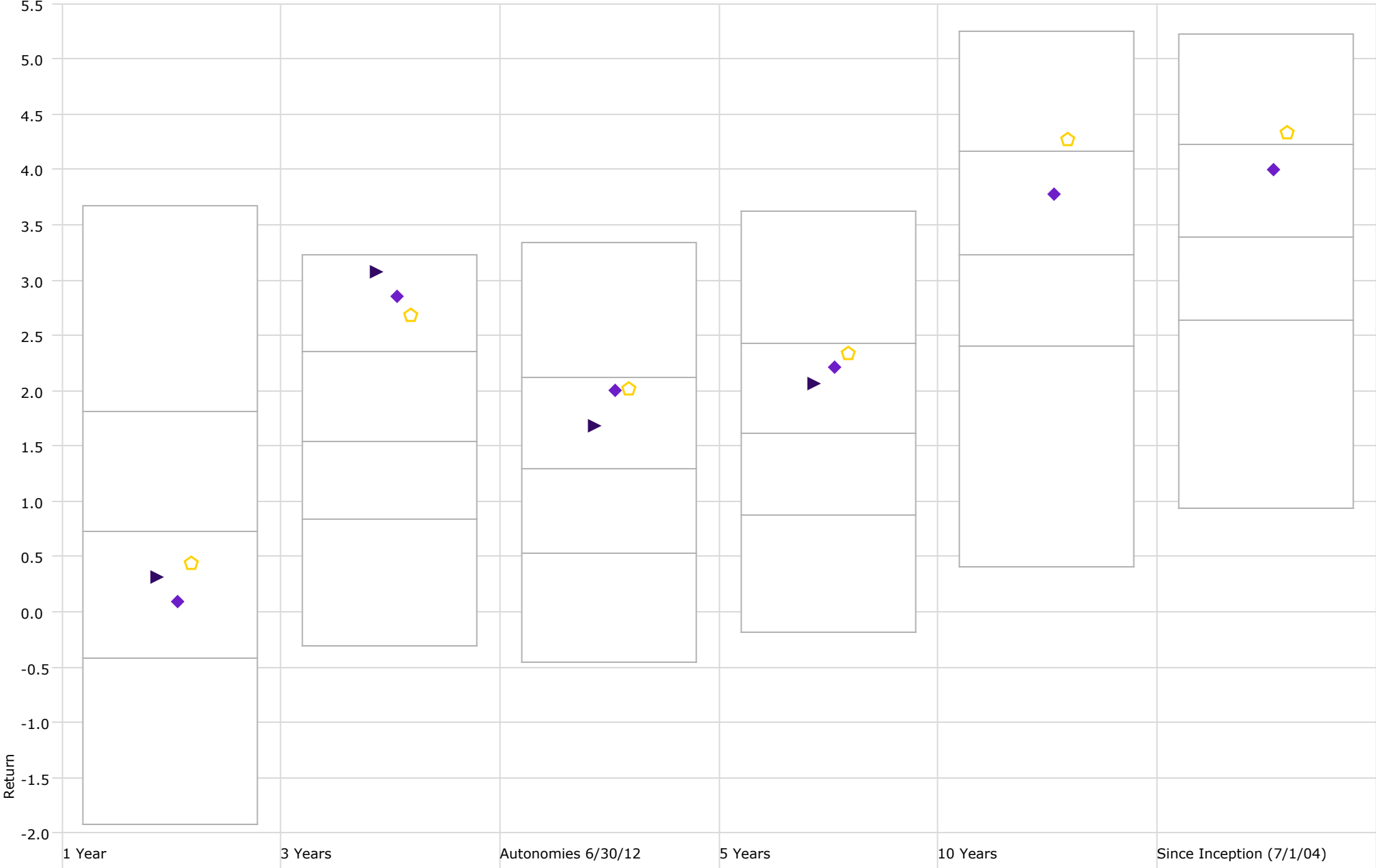
■ Non Endowed

■ Health Plan

■ Barclays Aggregate Bond Index

# Performance Relative to Peer Group (Total Return)

Peer Group (5-95%): All Managed Investments - U.S. - Intermediate-Term Bond



◆ Non Endowed

▶ Health Plan

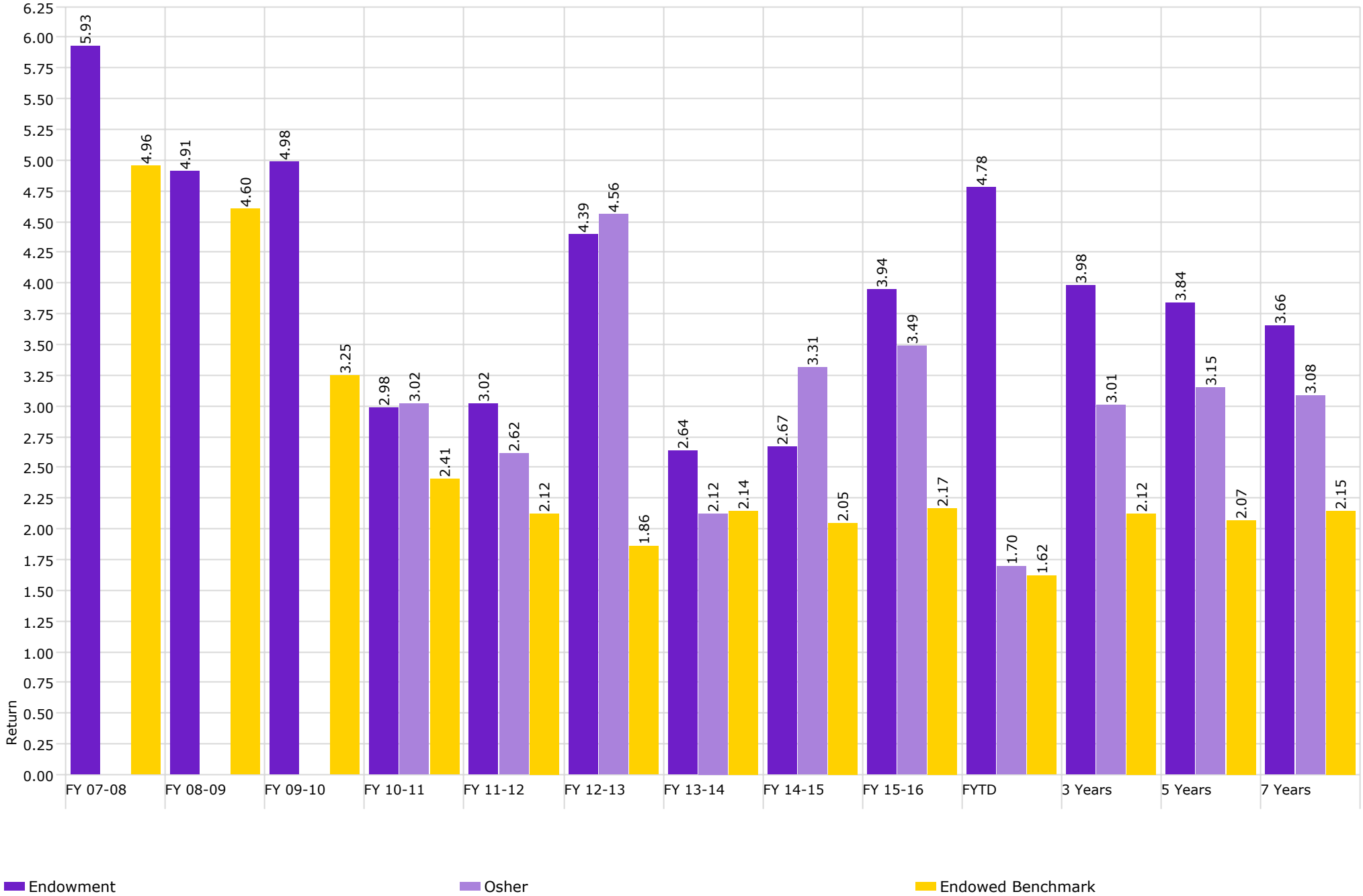
⬠ Barclays Aggregate Bond Index





# Investment Management Program Endowed Accounts **Realized Yield**

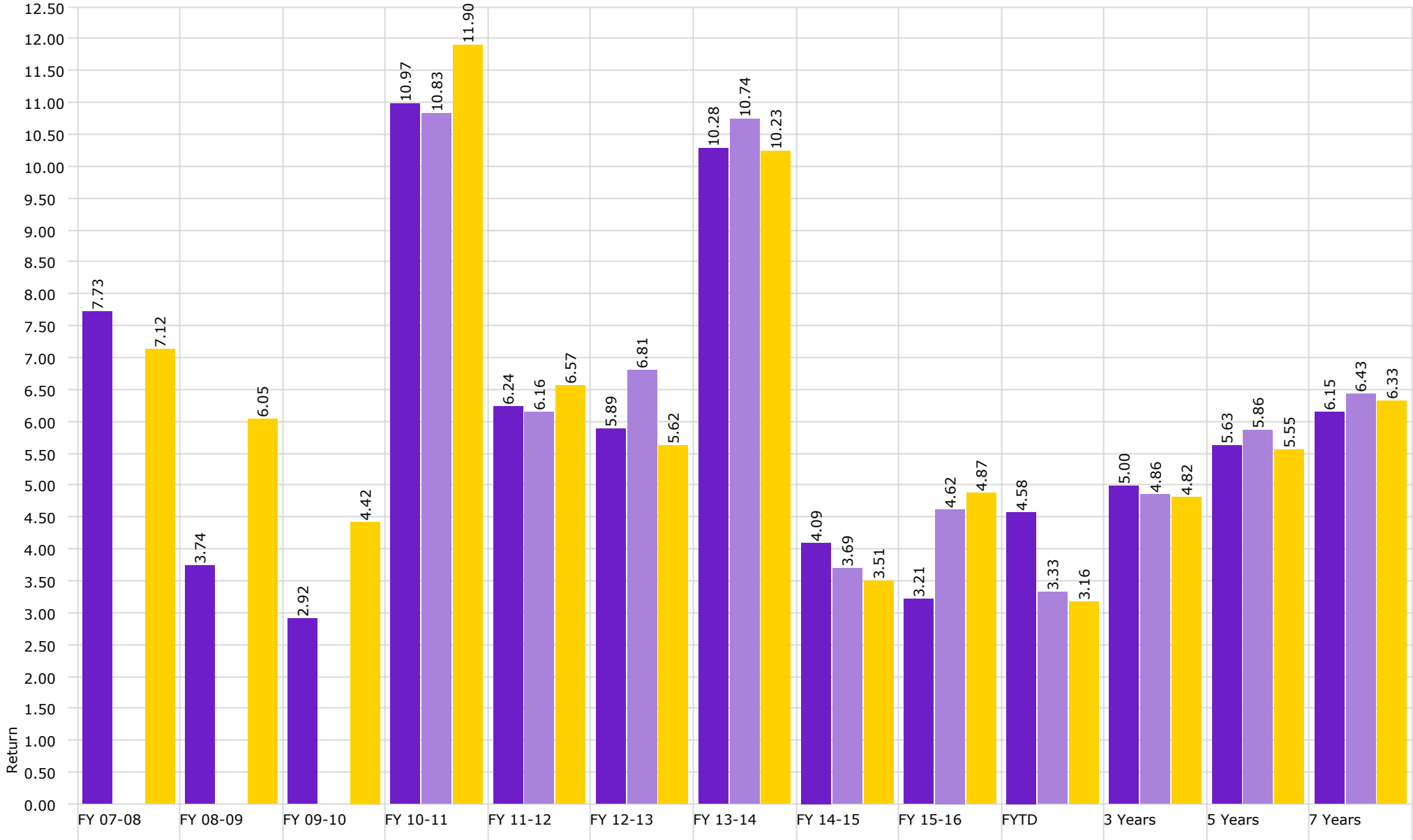
As of 3/31/2017





# Investment Management Program Endowed Accounts **Total Return**

As of 3/31/2017



■ Endowment

■ Osher

■ Endowed Benchmark

FY 2016-17 3rd Quarter Consolidated Report on  
Personnel Actions Not Requiring Board Approval  
in accordance with the  
Regulations of the Board of Supervisors

May 5, 2017

**Personnel Actions Information Report**  
**Reporting Period: January 1, 2017 - March 31, 2017**

<b>LSU</b>						
<b>Name</b>	<b>Effective Date</b>	<b>Title</b>	<b>Prev Salary</b>	<b>New Salary</b>	<b>% Change</b>	<b>Transaction</b>
Wagner, Mark	1/15/2017	Distinguished Professor				Academic Subvention Half AY
Barr, Courney A	1/15/2017	Associate Professor				Sabbatical Leave Half AY
Celentano, Denyce	1/15/2017	Associate Professor				Sabbatical Leave Half AY
Oetting, Janna B	1/15/2017	Professor				Sabbatical Leave Half AY
Heifferon, Barbara A	1/15/2017	Professor				Sabbatical Leave Half AY
Richardson II, Malcolm	1/15/2017	Professor				Sabbatical Leave Half AY
Euba, Femi	1/15/2017	Designated Professor				Sabbatical Leave Half AY
Castro, Elena	1/15/2017	Professor				Sabbatical Leave Half AY
Yeager, Jack	1/15/2017	Professor				Sabbatical Leave Half AY
Brody, Mary J	1/15/2017	Professor				Sabbatical Leave Half AY
Colten, Craig E	1/15/2017	Designated Professor				Sabbatical Leave Half AY
Pasquier, Michael T	1/15/2017	Associate Professor				Sabbatical Leave Half AY
Boutwell, Brett N	1/15/2017	Associate Professor				Sabbatical Leave Half AY
Ding, Huang	1/15/2017	Professor				Sabbatical Leave Half AY
Cherry, Michael L	1/15/2017	Professor				Sabbatical Leave Half AY
Clayton, Jeffrey C	1/15/2017	Designated Professor				Sabbatical Leave Half AY
Sanders, Meghan S	1/15/2017	Associate Professor				Sabbatical Leave Half AY
Broussard, Jinx C	1/15/2017	Distinguished Professor				Sabbatical Leave Half AY
Lockridge, Lee Ann	1/15/2017	Designated Professor				Sabbatical Leave Half AY
Levy, Kenneth M	1/15/2017	Designated Professor				Sabbatical Leave Half AY
Stoltzfus, Neal W	2/3/2017	Professor				Emeritus Status Awarded
Gellrich, Jesse	3/7/2017	Professor				Emeritus Status Awarded
Richard III, Golden G.	1/1/2017	Professor		\$145,000		New Hire with Tenure
Ballinger, Andrea	3/1/2017	Chief Technology Officer		\$260,000	N/A	New Hire
Noel, Alexandra	3/1/2017	Assistant Professor	\$13,090	\$85,000	549.35%	Promotion to Tenure-Track Faculty Rank
Wornat, M. J.	2/1/2017	Dean	\$165,712	\$210,000	26.73%	Promotion to Dean
Gonzalez, Gabriela	1/15/2017	Professor	\$112,144	\$168,216	50.00%	Salary Increase
<b>Name</b>	<b>Effective Date</b>	<b>Current Title</b>	<b>Proposed Title</b>	<b>Transaction</b>		
Layzell, Daniel	3/30/2017	Vice President for Finance & Administration and CFO	Executive Vice President for Finance & Administration and CFO	Clarification of Title		
<b>LSU at Shreveport</b>						
<b>Name</b>	<b>Effective Date</b>	<b>Title</b>	<b>Prev Salary</b>	<b>New Salary</b>	<b>% Change</b>	<b>Transaction</b>
Cannon, Barbie M	1/30/2017	Vice Chancellor for Business Affairs		\$137,500		New Hire
<b>Pennington Biomedical Center</b>						
<b>Name</b>	<b>Effective Date</b>	<b>Title</b>	<b>Prev Salary</b>	<b>New Salary</b>	<b>% Change</b>	<b>Transaction</b>
Gettys, Thomas W	2/1/2017	Professor	\$183,470	\$225,000	22.64%	Equity Adjustment
<b>LSU AgCenter</b>						
<b>Name</b>	<b>Effective Date</b>	<b>Title</b>	<b>Prev Salary</b>	<b>New Salary</b>	<b>% Change</b>	<b>Transaction</b>
Wilson, Blake	3/1/2017	Assistant Professor	\$55,000	\$84,000	52.73%	Promotion to Tenure-Track Faculty Rank
Watts, Evelyn	1/1/2017	Associate Professor Regular Pay	\$48,645	\$83,000	70.62%	Promotion to Tenure-Track Faculty Rank

**LSUHSC-New Orleans**

Name	Effective Date	Title	Prev Salary	New Salary	% Net Change	Transaction
Davis, Sylvia M	3/1/2017	Professor				Emeritus Status Awarded
Hovland, Eric J	2/1/2017	Professor				Emeritus Status Awarded
Letourneau, Janis Gissel	1/1/2017	Professor				Emeritus Status Awarded
Pincus, Seth H	2/2/2017	Professor				Emeritus Status Awarded

**LSUHSC-New Orleans**

Name	Effective Date	Title	Honorific Allowance	Named Professorship		Transaction
English, Robin	1/1/2017	Professor		Wyeth-Ayerst Women in Medicine Professorship		Joint Appointment
Evans, Gerald H	1/1/2017	Professor		R. Jack Cassingham, DDS Chair in Periodontics		Initial Appointment
Gardner, Jason D.	1/1/2017	Associate Professor		Kai and Earl Rozas Professor of Physiology		Initial Appointment

**LSUHSC-Shreveport**

Name	Effective Date	Title	Prev Salary	New Salary	% Net Change	Transaction
Barton, Richard S.	3/1/2017	DEPARTMENT HEAD/CHAIRMAN	\$38,220	\$175,000	357.87%	PRO Promotion-Unclass/Admin Duties
Brown, Kenneth L	3/22/2017	EXECUTIVE DIR NON ACADEMIC ARE	\$90,000	\$150,000	66.66%	PRO Promotion-Unclass/Admin Duties

**LAKMC**

Name	Effective Date	Title	Prev Salary	New Salary	% Net Change	Transaction
Prather, Charles Clayton	1/1/2017	NURSE ANESTHETIST	\$143,000	\$158,000	10.48%	PAY Equity Adjust Unclass
Siler, Bobby Clinton	1/1/2017	NURSE ANESTHETIST		\$158,000	100.00%	HIR Appointment Unclassified



**Request Consent for President F. King Alexander to  
Recommend the Reappointment of Mr. Bobby Yarborough,  
Dr. Byron Harrell and Ms. Elaine Abell to the University  
Medical Center Management Corporation Board**

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby consent for President F. King Alexander to recommend the reappointment of Mr. Bobby Yarborough, Dr. Byron Harrell and Ms. Elaine Abell as LSU appointees to the University Medical Center Management Corporation Board of Directors.

**Elaine D. Abell** is an attorney and the President of the Board of Directors for Fountain Memorial Funeral Home and Cemetery. Ms. Abell is very engaged in the community, where she currently serves on the Board of Directors for the Women's Foundation of Acadiana (Past Chairman), Citizens Advisory Committee of the Metropolitan Planning Organization (Past Chairman), Lafayette Metropolitan Expressway Commission (Chairman), University Medical Center Management Corporation, the LSU Research and Technology Foundation, LSU Honors College Advisory Council, the LSU Press and Southern Review Advisory Board, and the Board of Directors of the Lafayette Central Park. She is Past Chairman and former member of the Louisiana State University Board of Supervisors, Louisiana State Mineral Board, and the Community Foundation of Acadiana. Ms. Abell served on the Executive Committee of the Commission on Colleges (Southern Association of Colleges and Schools). She also served on the Council for a Better Louisiana Board, and the Academy of the Sacred Heart Board of Trustees, and is a Leadership Louisiana Member and a founding Board Member of Women's and Children's Hospital of Acadiana. She has been on the Junior League of Lafayette Board, and was Past President of Southwest Louisiana Educational and Referral Center. Ms. Abell has worked extensively with the Greater Lafayette Chamber of Commerce Board where she served on the Executive Committee. Her honors include induction into the Louisiana State University Alumni Association's Hall of Distinction in 1997, designation in Women Who Mean Business (Times of Acadiana) in 2006, recipient of the Leah Hipple McKay Memorial Award for Outstanding Volunteerism presented by the Louisiana State Bar Association in 2007, and recognition as a Louisiana Pathfinder in 2011 by the Women's Summit.

**Dr. Byron Harrell, FACHE Managing Partner. Philoptima Consulting**

Byron consults with private foundations on a wide range of strategic, governance, and operational issues. As Managing Partner for Philoptima Consulting, he also advises nonprofit hospitals on the design of effective grant making programs as part of an overall hospital asset merger or sale. He is co-founder of the new research prize site Philoptima for foundations which is an open innovation web-based way for foundations to find solutions to community problems (<http://www.philoptima.org>). He is also a contributing author and advisor to Philoptima Resources, Inc., developed to facilitate matching various nonprofit organizations to interested donors.

Dr. Harrell is author of "Supercharged Giving: The Professionals Guide to Strategic Philanthropy" (2009) <http://www.superchargedgiving.com>. He is passionate about boosting foundation grantmaking outcomes through the latest applied research in a wide range of disciplines. Harrell also wrote "Size Matters: Why Large Foundations Perform Poorly" published in *Philanthropy* magazine about the groundbreaking discovery of an inverse relationship between the size of a foundation and its effectiveness.

Byron is a past serial hospital CEO in five different facilities in three states ranging from a small rural hospital (120 beds) to large teaching facilities (808 beds). He organized and directed a large health legacy foundation in New Orleans. With assets of roughly \$275 million, which has become an important community health advocate focused on education, health, public safety, spiritual and congregational health, and governmental oversight.

Dr. Harrell is the 2011 Chair of the Board of Directors of the Southeastern Council of Foundations in Atlanta, Georgia with nearly 400 foundations across 11 southern states. He is a Fellow of the American College of Healthcare Executives (FACHE) [retired] and he is a member of the board of the University Medical Center Management Corporation, which, in partnership with Louisiana Children's Medical Center, is overseeing the construction and opening of a new \$1.3 billion replacement for Charity Hospital in New Orleans. He is a former Chairman of the Board of Commissioners of the New Orleans Downtown Development District (a local taxing authority in the City of New Orleans) and he is a past President of the Board of Directors of the New Orleans Rotary Club. He is a board member of The School Leadership Center.



## **LSU Board of Supervisors Committee Meeting**

**Friday, 5/5/2017**

**10:00 AM - 12:00 PM CT**

LSU University Administration Building

Board Room

3810 W. Lakeshore Drive

Baton Rouge, Louisiana 70808

### **PUBLIC COMMENT**

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.lsu.edu/bos/public-comments.php>

#### **A. ACADEMIC AND STUDENT AFFAIRS, ACHIEVEMENT AND DISTINCTION COMMITTEE (James W. Moore, Chair)**

1. Request from LSU A&M for Approval of a Letter of Intent to Establish a Master of Science in Athletic Training  
*ACADEMIC AFFAIRS - LSU A&M Letter of Intent for a Master of Science in Athletic Training - Page 4*
2. Request from LSU Health Sciences Center - Shreveport for Approval of a Letter of Intent to Establish a Doctor of Occupational Therapy  
*ACADEMIC AFFAIRS - LSU HSC-S Letter of Intent for the Doctor of Occupational Therapy - Page 7*
3. Request from LSU A&M for Continued Approval of the Stephenson Disaster Management Institute  
*ACADEMIC AFFAIRS - LSU A&M Continued Approval of the Stephenson Disaster Mngmnt Inst - Page 10*
4. Request from LSU Shreveport for Continued Approval of the International Lincoln Center for American Studies  
*ACADEMIC AFFAIRS - LSU-S Continued Approval of the Lincoln Center - Page 13*
5. Request from LSU A&M to Name the African American Cultural Center the Clarence L. Barney, Jr. African American Cultural Center  
*ACADEMIC AFFAIRS - LSU A&M Request to Name the African American Cultural Center - Page 15*
6. CONSENT AGENDA
  - i. Recommendation to Approve Degrees to be Conferred at the 2017 Spring Commencement Exercises



*ACADEMIC AFFAIRS CONSENT - Recommendation to approve Spring 2017 Conferral of Degrees - Page 17*

- ii. Recommendation to Approve Degrees to be Conferred at the 2017 Summer Commencement Exercises

*ACADEMIC AFFAIRS CONSENT - Recommendation to approve Summer 2017 Conferral of Degrees - Page 18*

- iii. Request from LSU Shreveport to Create the Department of Leadership Studies in the College of Business, Education and Human Development

*ACADEMIC AFFAIRS - LSU-S Request to Establish the Department of Leadership Studies - Page 19*

- iv. Request from LSU A&M to Name 27 Facilities on Campus

- Julian T. White Design Atrium in the Design Building, College of Art & Design  
*ACADEMIC AFFAIRS CONSENT - LSU A&M Request to Name the Julian T. White Design Atrium - Page 22*
- Hans and Donna Sternberg Salon in the French House, Roger Hadfield Ogden Honors College  
*ACADEMIC AFFAIRS CONSENT - LSU A&M Request to Name the Hans and Donna Sternberg Salon - Page 23*
- Matt and Melissa Juneau Family Classroom in the French House, Roger Hadfield Ogden Honors College  
*ACADEMIC AFFAIRS CONSENT - LSU A&M Request to Name the Matt and Melissa Juneau Family Clssrm - Page 25*
- 23 Facilities in the College of Engineering (see supporting document for complete list)  
*ACADEMIC AFFAIRS CONSENT - LSU A&M College of Engineering Namings - Page 27*

- v. Request from LSU A&M to Change the Name of the John W. Dupuy Endowed Professorship #2 to the James R. Dupuy Professorship

*ACADEMIC AFFAIRS CONSENT - LSU A&M Dupuy Professorship Name Change - Page 31*

- vi. Request from LSU Health Sciences Center-Shreveport to Establish 3 Endowed Professorships

*ACADEMIC AFFAIRS CONSENT - LSUHSC-S Request for Approval of 3 Professorships - Page 32*

- Dudley R. Isom, DDS Endowed Professorship in Oral and Maxillofacial Surgery
- Charles H. Webb, MD Endowed Professorship in Pediatrics
- Medical Center Clinics Endowed Professorship in Radiology

**B. FINANCE, INFRASTRUCTURE, AND CORE DEVELOPMENT COMMITTEE  
(Ronald Anderson, Chair)**

1. Request from LSU A&M to Authorize The Board of Supervisors to Enter into a Contract with Aramark to Manage Concessions for LSU Athletic Venues and Events

*FINAL\_BOS\_Concessionsresolution050517(002) - Page 34*

*ATTACHMENT\_1\_LSU\_Sports\_Concessions\_2017\_Agreement - Page 38*

**C. PROPERTY AND FACILITIES COMMITTEE (Rolfe McCollister, Jr., Chair)**

1. Request from LSU Health Care Services Division for Approval to Sell Property in Baton Rouge to the Capital Area Transit System  
*FINAL\_LSU HCSD Approval to Sell Land to CATS\_BOS Resolution Request - Page 65*  
*Attachment\_I\_LSU HCSD Approval to Sell Land to CATS\_\_Property Diagram - Page 68*  
*Attachment\_II\_ HCSD transmittal memo - Page 69*  
*Attachment\_III\_BOR Report -- HCSD sale of land to CATS - Page 70*
2. Request from LSU A&M to Authorize the President to Execute Agreements for Development of the Greenhouse District  
*FINAL\_BoS\_May2017\_Greenhouse - Page 72*  
*Attachment\_I\_BoS Greenhouse District --docx - Page 83*  
*Attachment\_II\_BoS Greenhouse District -- - Page 84*  
*Attachment\_III\_BoS Greenhouse District - - Page 96*
3. Request from LSU A&M to Authorize the President to Execute a Lease for Resurfacing of Bernie Moore Track Stadium with Tiger Athletic Foundation  
*LSU A&M for Bernie Moore Track Lease with TAF\_BOS Resolution Request - Page 115*  
*Attachment\_I\_LSU A&M for Bernie Moore Track Lease with TAF- Draft Lease Agreement - Page 118*
4. Request from LSU A&M to Authorize the President to Execute a Lease for Installation of a Distributed Television System in Tiger Stadium with Tiger Athletic Foundation

**D. RESEARCH AND ECONOMIC DEVELOPMENT COMMITTEE (Jim McCrery, Chair)**

1. Presentation on Technology Transfer Metrics and Round 5 LIFT2 Awards  
*1-2016 TT monthly report with metrics - Page 151*  
*5th Round Summary Report - Page 157*

**E. AUDIT COMMITTEE (Lee Mallett, Chair)**

The Audit Committee will meet at 8:00am in the LSU University Administration Building in Conference Room 112, Baton Rouge. The Committee may go into Executive Session in accordance with the provisions of LA R.S. 42:6.1 A (4).



**Request from LSU A&M for Approval of a Letter of Intent to Establish  
a Master of Science in Athletic Training**

**To: Members of the Board of Supervisors**

**Date: May 5, 2017**

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

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

**1. Summary of Matter**

Description and Need

LSU A&M is requesting approval to transition its baccalaureate degree in Athletic Training to a Master's degree program as required by the program's accreditation agency, the Commission on Accreditation for Athletic Training Education (CAATE). The Master of Science in Athletic Training (MSAT) will be an entry-level professional program. Graduates from the program will be eligible to sit for the national board credentialing examination for athletic trainers.

Since 2004, LSU has offered an accredited professional-level athletic training program at the baccalaureate level. Per CAATE standards mandated in summer 2015, no institution can admit students into the accredited baccalaureate-level program after the start of the fall term in 2022. CAATE provides for a substantive change process for institutions to transition the baccalaureate accreditation into the post-baccalaureate degree. This option is provided if the program is fully compliant with all CAATE standards, which includes the requirement that the program must have a three-year average minimum of 70% first-time Board of Certification examination pass-rate. LSU's existing BS in Athletic Training has achieved one of the highest first-time pass rate averages in the country (+97%)

Phase-out plans for the BS in Athletic Training have already been determined and as soon as the MSAT degree is approved, the institution will advertise the discontinuance of acceptance into the baccalaureate program. A variety of academic units (biological sciences, kinesiology, psychology, mathematics, English, communication studies, etc.) provide prerequisite knowledge that would be acceptable for application into the MSAT.

According to the U.S. Department of Labor (Bureau of Statistics) the athletic training profession is one of the top 10 healthcare in-demand professions with an expected job growth of +20%. Additionally, in 2011, the Louisiana Legislature passed two bills, SB 189 – Louisiana Youth Concussion Act and HB 364 – Comprehensive Sports Injury Management Program for Student-Athletes, that have a long-term impact on the athletic training job market in Louisiana. HB 364 mandates schools to employ an athletic trainer at all football games as well as utilize an athletic trainer to coordinate sports injury management programs. SB 189 addresses the core need of

appropriately trained healthcare professionals to manage and treat sports concussions for organized youth sports, of which athletic trainers are recognized by the Louisiana High School Athletic Association as one of the five healthcare providers to directly manage and treat sports concussions. Along with the recent BESE-approved Sports Medicine curriculum under the CTTIE program, mandating high schools to only hire licensed athletic trainers to teach the curriculum, and the need for qualified healthcare providers in underserved or rural areas in Louisiana, the job market outlook for athletic trainers in Louisiana remains strong.

### Students

Around 50-75 institutions in the nation may dissolve their current baccalaureate degree programs in athletic training due to lack of resources needed for an effective graduate program. Several of the Louisiana institutions that now offer CAATE accredited baccalaureate programs in athletic training have made formal notifications against pursuing this transition and will discontinue their existing programs. The gradual elimination of such programs will produce a greater demand for athletic programs at the MS level. Based on the numbers within LSU's current undergraduate degree program alone, it is anticipated that an introductory cohort for the Master's program will approximate 20-22 students. The number of freshmen students declaring athletic training as their major over the past four years at LSU ranges from 39-67. During the freshmen year, declared students must meet program admission requirements, complete 100 hours of observational experiences, and complete an application packet for admission into the professional phase of the program. Admission is selective, and the number of students admitted each year is limited by the number of clinical education sites.

## **2. Review of Business Plan**

The School of Kinesiology in the College of Human Sciences and Education will add a third full-time faculty member needed to implement the program. Currently, the BS program is taught by two full-time faculty and adjunct faculty. The hiring of a third faculty member will replace several current adjunct instructors that will not meet the requirements for LSU's graduate faculty status. Some courses will be taught by adjunct healthcare providers provided they can obtain graduate faculty status.

Many of the courses needed for this program already exist at LSU; however, they are undergraduate level courses. Once the Letter of Intent is approved, the process to change course rubrics to 7000-level courses, titles, and descriptions as well as the addition of two new courses will begin and will be sent through the appropriate channels.

Projected revenue estimates generated by the MSAT program exceed the annual estimated cost of the program in each of the first four years and will continue to do so.

## **3. Review of Documents Related to Referenced Matter**

A complete Board of Regents Letter of Intent to Develop a New Academic Program form and budget are on file with the LSU Office of Academic Affairs

**4. Certification of Compliance with Article VII, Section 8, Paragraph E of the Bylaws of Louisiana State University Board of Supervisors**

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the Letter of Intent to establish a Master of Science in Athletic Training at LSU A&M, subject to approval by the Louisiana Board of Regents.



**Request from LSU Health Sciences Center – Shreveport for Approval of the Letter of Intent to Establish a Doctor of Occupational Therapy**

**To: Members of the Board of Supervisors**

**Date: May 5, 2017**

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

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

**1. Summary of Matter**

Description and Need

LSU Health Sciences Center – Shreveport (LSU HSC-S) is requesting approval of a Letter of Intent to establish a Doctor of Occupational Therapy (OTD). The existing Master of Occupational Therapy (MOT) would be terminated and replaced with the Doctorate as recommended by the American Occupational Therapy Association (AOTA). The AOTA Board of Directors recommended implementation of this transition by 2025 for all programs.

The field of occupational therapy has evolved to the point that the increased requirements for practice-based scholarship and research to implement evidence-based practice cannot adequately be addressed in the present master's degree framework. The increased focus on specialized practice, and the need for occupational therapists to be prepared to function both within and outside of an increasingly complex medical environment, necessitate movement to the clinical doctorate. In 2014, the American Occupational Therapy Association (AOTA) Board of Directors released a position statement that the profession should set a target date of 2025 for all occupational therapist educational programs to transition to the doctoral level. The AOTA has since revised its position, and programs will be allowed to offer either the master's or doctoral degrees with the ultimate goal to eventually transition all programs to the doctoral level.

The OTD program is designed as an entry-level program for students possessing a baccalaureate degree and the program-specific prerequisite education. The current MOT program consists of eighteen months of course work followed by six months of clinical rotations. Students are educated as generalists and must obtain specialist training after graduation. The new OTD will be a clinical three-year degree that will prepare students to meet the demands of a rapidly changing health care environment. In the first eighteen months of didactic instruction, students will be educated as generalists with a broad exposure to a variety of health care settings and

conditions. An additional six months of course work will allow students to obtain specialist training in one area of interest, such as hand therapy. The final, third year will include six months of clinical rotations with an emphasis on practice skills and a four-month doctoral internship with a focus on scholarship, culminating in a capstone project.

According to the US Bureau of Labor Statistics (2015), the national job growth for occupational therapists is 29% nationally and 24% in Louisiana (both much faster than the national average rate of growth for all occupations). In the last five years, 100% of graduates our existing master's program have found jobs within 30 days of graduation. This is not anticipated to change with a move to the OTD. The Master's Degree Program in Occupational Therapy at LSU Health Shreveport is scheduled for accreditation review in 2019. ACOTE provides an abbreviated accreditation process for programs recently accredited at the master's level who choose to transition to the OTD (Stagliano, 2016). For this reason, the LSU Health Shreveport OT program is seeking approval from the Louisianan Board of Regents to apply for OTD candidacy with ACOTE by 2020 and to begin offering the OTD degree in 2021.

At present, no university in Louisiana offers the OTD. The Occupational Therapy program at LSU Health Sciences Center in New Orleans is in the planning stages for conversion to the OTD. The only other program in the state is at the University of Louisiana at Monroe. This is a bridge program from an associate degree in occupational assistant to the master of occupational therapy. It is unlikely that this program would be able to convert to the OTD without substantial modifications in the curricular model.

### Students

In order to determine stakeholder's support for an entry-level Occupational Therapy Doctorate starting in 2021, alumni, current students and fieldwork educators were asked to complete an anonymous online survey in January 2015. Most survey respondents (53 out of 63) recommended that the Occupational Therapy Program proceed with plans to offer a doctorate in 2021. The majority of respondents (52 out of 63) also agreed that there is a need for an OTD program in Louisiana. Of the 21 alumni and current students who took the survey, approximately half expressed interest in an online "bridge" program designed to allow working alumni to earn a post-professional OTD. The expected cohort size of the planned OTD Program is 26 students for each year with eventual total enrollment at 78 students per year by the end of the transition from the MOT by year three.

## **2. Review of Business Plan**

Expenses for the transition are expected to be mostly limited to the need for additional faculty, which will be covered by tuition revenue. More detailed information on costs and revenue will be presented in the full program proposal.

### **3. Review of Documents Related to Referenced Matter**

A full Board of Regents Letter of Intent to Develop a New Academic Program and Budget Form and on file with the LSU Office of Academic Affairs.

### **4. Certification of Compliance with Article VII, Section 9, Paragraph C of the Bylaws of Louisiana State University Board of Supervisors**

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the Letter of Intent to Establish a Doctor of Occupational Therapy at LSU Health Sciences Center - Shreveport, subject to approval by the Louisiana Board of Regents.





## **Request from LSU A&M for Continued Approval of the Stephenson Disaster Management Institute**

**To: Members of the Board of Supervisors**

**Date: May 5, 2017**

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

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

### **1. Summary of Matter**

The Stephenson Disaster Management Institute (SDMI) was initially granted conditional approval by the Board of Regents on April 26, 2007, full approval on August 27, 2008, and has continuously been approved for reauthorization since June 30, 2012. LSU A&M is requesting further reauthorization of the institute for an additional five years.

SDMI's vision is to position the university as the premier academic institution in the world on disaster management and to save the lives of people and animals by continuously improving disaster response management through leadership in applied research and executive education. With affiliations with the E.J. Ourso College of Business and the Stephenson National Center for Security Research and Training (SNCSRT) at LSU A&M, SDMI holds a unique place in filling the needs of local, state, and federal agencies for better disaster management practices by adding strategic management and decision making skills and training and subject matter expertise on the various disciplines that comprise disaster management. Research spans across multiple departments and colleges at LSU A&M including engineering, psychology, sociology, geography, information systems and decision sciences, veterinary medicine, economics, and computer science. Serving as the interface between researchers and practitioners, SDMI supports projects that encourage partnerships that translate into real-world solutions, which can be used by the disaster management community, the private sector, and the average citizen to improve the chances of survival from disasters and to mitigate their consequences.

While SDMI has proven to be valuable since its inception in 2007, the need for practitioner-focused, applied research has not abated. Scientists around the world agree that the future holds a continued trend of more frequent natural disasters of greater magnitude with potentially higher costs in terms of life and property. Over the last five years, SDMI has been responsible for generating \$8,656,791 in research grants and contracts with local, state, and federal entities due to the important nature of the Institute's work. SDMI has had significant accomplishments over the last five years including creating hazard mitigation plans for the State of Louisiana, which include a catalogued geodatabase of all the state's critical infrastructure; enhancing emergency response to rural parishes in Louisiana; creating a statewide GIS portal that provides geospatial data for GIS technicians; providing disaster response to Hurricane Isaac and the August 2016

floods; surveying residents in the Greater New Orleans area to ascertain evacuation behavior; collaborating with international institutes and universities to increase area resiliency; preparing for potential Zika outbreaks; providing IT support to Jacob's Engineering; and providing cybersecurity for the state. SDMI has been designated as a U.S. Department of Homeland Security Science and Technology Center of Excellence and is the only center within Louisiana to hold this designation.

In the last five years, SDMI has aggressively pursued new research and funding opportunities with over 50 awards and more than \$8,500,000 in new funding delivered to LSU. SDMI will continue in this trajectory and produce even more research initiatives that will increase partnerships with governmental and private sector agencies.

## **2. Review of Business Plan**

SDMI was founded in 2007 with a generous donation from the Stephenson family following Hurricane Katrina. During that period, SDMI was reliant on this donation to cover all expenses. However, tremendous effort has gone into establishing SDMI as a sustainable, viable, and contributing applied research institute since its last reauthorization. During fiscal year 2015-16, SDMI achieved 100% sustainability through self-generated funding from research and projects. The current fiscal year marks the second year in a row in which SDMI has generated sufficient revenue to cover all expenses. SDMI receives no general funding from LSU or the state.

SDMI is fully funded for the next two years; however, the Institute rarely works on projects that are beyond two years in length and currently has limited funding opportunities beyond FY 18-19. SDMI is aggressively pursuing new funding and on average submits 15 proposals on an annual basis with the majority of those actually being funded. For the last two years, SDMI has successfully relied on this method and still retains \$1.4 million in the foundation originally provided to sustain SDMI.

SDMI also utilizes a shared model for critical skilled employees, sharing the services with the SNCSRT, the Transformation Technologies and Cyber Research Center (TTCRC), and the Department of Sociology. This model of employment has significantly reduced the overall payroll for SDMI while still maintaining key personnel.

## **3. Review of Documents Related to Referenced Matter**

A complete Board of Regents Request for Continued Approval of Existing Institute form and budget are on file with the LSU Office of Academic Affairs

## **4. Certification of Compliance with Article VII, Section 8, Paragraph E of the Bylaws of Louisiana State University Board of Supervisors**

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the Request for Continued Approval of the Stephenson Disaster Management Institute at LSU A&M, subject to approval by the Louisiana Board of Regents.



**Request from LSU-Shreveport for Continued Approval of the  
International Lincoln Center for American Studies**

**To: Members of the Board of Supervisors**

**Date: May 5, 2017**

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

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

**1. Summary of Matter**

LSU Shreveport is requesting continued approval of the International Center for American Studies as required by the Board of Regents. The comprehensive and multidisciplinary center offers a year-round cycle of events to faculty, students, and the community through a variety of formats exploring the common theme of the American heritage and its relevance for today.

Endowed through the International Lincoln Association, the program has been the recipient of several national, regional, state and local awards, including a Cultural Olympiad designation. Since its inception the International Lincoln Center has documented the existence of more Lincoln sites abroad (a spectrum of cities, schools and streets named for him to a multi-national collection of postage stamps, paintings and statues that bear his image) than for any other American president. Contributions of the International Lincoln Center to perpetuating knowledge about his legacy include educational activities on the LSUS campus and in the nation's capital as well as venues abroad. The Center has received multiple grants from the Louisiana Endowment for the Humanities (LEH), Phi Kappa Phi (National Honor Society), the Abraham Lincoln Association, and the Intercollegiate Studies Institute. The center is additionally funded through private donations and through the director's Lincoln Center Professorship.

LSUS American Studies offered the first independent Washington semester at a public college/university in the South, and today it is the least expensive one in the nation. Open to all, regardless of home campus or academic major, this intensive 3-4 week intersession trip blends internships and cultural components. Six credit hours in humanities and the social sciences are available to undergraduate students satisfactorily completing the Washington Semester. The program has been recognized in publications of the American Political Science Association and was the subject of the first journal article published on Washington Semesters. The center also hosts two annual lectures: Lincoln Lecture and the annual Constitution Day Lecture. Guest speakers in the past five years have included political scientists from intuitions around the country, as well as a state supreme court justice and an historical actor. Finally, the center hosts triennial 3-day conferences on campus that attract national and international attendance. The

most recent conference was held in 2015, and the topic was “The Roosevelt Century: TR and FDR”.

## **2. Review of Documents Related to Referenced Matter**

A full Board of Regents Request for Continued Approval of a Research Center is on file in the LSU Office of Academic Affairs

## **3. Certification of Compliance with Article VII, Section 9, Paragraph C of the Bylaws of Louisiana State University Board of Supervisors**

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

### **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU-Shreveport for continued approval of the International Lincoln Center for American Studies, subject to approval by the Louisiana Board of Regents.



**Request from LSU A&M to Name the  
African American Cultural Center the  
“Clarence L. Barney, Jr. African American Cultural Center”**

**To: Members of the Board of Supervisors**

**Date: May 5, 2017**

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

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

**1. Summary of Matter**

LSU A&M is requesting approval to name the African American Cultural Center on campus the “Clarence L. Barney, Jr. African American Cultural Center.” Clarence L. Barney Jr. became the first African-American to serve as chairman of the Louisiana State University Board of Supervisors in 1992. As a result of his leadership and commitment the African American Cultural Center (AACC) became a reality. During the 1960s and 1970s, many students made demands for spaces such as this at colleges around the country. In 1972, LSU created a Harambee House just off campus but it fell into disrepair and was closed shortly after opening. Again in the 1980s LSU students, this time with the help of the Black Faculty and Staff Caucus and others began to raise requests for a center on campus. Their appeal to the Chancellor was not well received until a champion in the person of Barney was able to influence the Board to not only approve such a center, but to support it as well. Many have asserted that were it not for Barney’s persuasive ability and dogged determination, the AACC would not have come to be in 1993.

A man of impeccable character, Mr. Barney was also a member of several other boards, including the Superdome Commission and the board of Dryades Savings Bank. A tireless advocate for human rights, he was President of the Urban League of Greater New Orleans for more than 30 years, retiring in 1996. “He was an important figure in building bridges between the black and white communities in New Orleans in the 1960s and 1970s,” said National Urban League President Marc Morial, the former mayor of New Orleans. “He built the Urban League of Greater New Orleans into an important, respected and effective organization that helped thousands of people find jobs and gain the skills to move into the economic mainstream.” He died in 2005 at the age of 70 after a lifetime of service and commitment.

## **2. Review of Documents Related to Referenced Matter**

A memo of approval from the Chair of the Naming University Facilities and Academic Unit Committee, and a LSU Facilities Naming Request Form are on file with the Office of Academic Affairs.

## **3. Certification of Compliance with Article VII, Section 9, Paragraph C of the Bylaws of Louisiana State University Board of Supervisors**

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

### **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request to name the African American Cultural Center the “Clarence L. Barney African American Cultural Center” at LSU A&M.



**Recommendation to Approve Degrees to be Conferred at the 2017 Spring Commencement Exercises**

**To: Members of the Board of Supervisors**

**Date: May 5, 2017**

**1. Summary of Matter**

The campuses of LSU are seeking approval of degrees to be conferred on candidates meeting degree requirements for graduation commencement exercises:

LSU	May 12, 2017 7:45 a.m. Maravich Assembly Center
LSU of Alexandria	May 11, 2017 10:00 a.m. Alexandria Riverfront Center
LSU at Eunice	May 23, 2017 10:00 a.m. HPRE Gymnasium
LSU Health Sciences Center in New Orleans	May 18, 2017 10:00 a.m. Keifer Lakefront Arena UNO
LSU Health Sciences Center in Shreveport	May 27, 2017 10:00 a.m. Centenary Gold Dome
LSU in Shreveport	May 14, 2017 2:00 p.m. CenturyLink Center
LSU School of Veterinary Medicine	May 8, 2017 2:00 p.m. LSU Union Theatre
Paul M. Hebert Law Center	June 2, 2017 10:00 a.m. Maravich Assembly Center

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University does hereby approve the degrees to be conferred on candidates meeting degree requirements for graduation from the campuses of the University at 2017 spring commencement exercises (May 8, 11, 12, 14, 18, 23, 27, June 2).





**Recommendation to Approve Degrees to be Conferred at the 2017 Summer Commencement Exercises**

**To: Members of the Board of Supervisors**

**Date: May 5, 2017**

**1. Summary of Matter**

The campuses of LSU are seeking approval of degrees to be conferred on candidates meeting degree requirements for graduation commencement exercises.

LSU A&M	August 4, 2017 9:00 a.m. Maravich Assembly Center
LSU of Alexandria	August 23, 2017 Conferring of degrees only
LSU at Eunice	August 11, 2017 Conferring of degrees only
LSU Health Sciences Center in New Orleans	June 30, 2017 Conferring of MSD degrees only
	August 12, 2017 Conferring of degrees only
LSU Health Sciences Center in Shreveport	August 12, 2017 10:00 a.m. Shreveport Convention Center
LSU in Shreveport	August 31, 2017 Conferring of degrees only
LSU School of Veterinary Medicine	No summer degree conferral
Paul M. Hebert Law Center	August 8, 2017 Conferring of degrees only

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University does hereby approve the degrees to be conferred on candidates meeting degree requirements for graduation from the campuses of the University for the summer 2017 term (June 30, August 4, 8, 11, 12, 23, 31).



**Request from LSU-Shreveport to  
Create the Department of Leadership Studies in the  
College of Business, Education and Human Development**

**To: Members of the Board of Supervisors**

**Date: May 5, 2017**

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

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

**1. Summary of Matter**

Louisiana State University in Shreveport is requesting approval to create a new Department of Leadership Studies in the College of Business, Education and Human Development. This will result in the redistribution of faculty from the current seven departments into eight departments across the three existing schools within the college, and moving the existing Doctor of Education in Leadership Studies (EdD) and Leadership Education and Development (LEAD) undergraduate minor into the new department.

In 2013 the Doctor of Education in Leadership Studies was approved by the Board of Regents. In the approval, LSU-S established that this degree reached beyond the traditional EdD focus on K-12 Education and could serve other areas. Since inception of the program, cohorts have been drawn from a variety of disciplines and professional organizations well outside K-12 education. Having the degree housed in a Department of Leadership Studies is an important indicator of the separation of the degree from other, more traditional EdD programs focused on the field of education.

Additionally, during the 2016/2017 academic year, the Director of the LEAD undergraduate minor was reassigned from the College of Arts and Science to the Department of Management and Marketing in the College of Business, Education and Human Development. This reassignment, along with the scope of the EdD program creates an opportunity to focus upon the discipline of leadership in a discrete academic unit.

The proposed changes provide an opportunity to bring leadership faculty supporting these programs into the same academic unit. This planned reorganization will facilitate greater collaboration among the leadership faculty; create programmatic opportunities; and better align with the LSU-S strategic plan, which calls for a campus-wide emphasis on developing leadership throughout all disciplines and majors. Giving LSU-S programs in leadership studies a distinct location in the organizational structure will provide an opportunity to better meet this need and reflect campus priorities focusing on leadership development.

Below is a summary of the proposed changes:

Current College Configuration:

School of Business Administration	
Department of Management and Marketing (LEAD)	12 faculty
Department of Economics and Finance	8 faculty
Department of Accounting and Business Law	6 faculty
Department of Health Administration	2 faculty
School of Education	
Department of Education (EdD)	11 faculty
School of Human Sciences	
Department of Psychology	12 faculty
Department of Kinesiology and Health Sciences	7 faculty

Proposed Realignment:

School of Business Administration	
Department of Management and Marketing	11 faculty
Department of Economics and Finance	8 faculty
Department of Accounting and Business Law	6 faculty
Department of Health Administration	2 faculty
School of Education	
Department of Education	8 faculty
School of Human Sciences	
Department of Psychology	12 faculty
Department of Kinesiology and Health Sciences	7 faculty
Department of Leadership Studies (EdD and LEAD)	4 faculty

## **2. Review of Business Plan**

There is minimal financial impact with this reorganization. The current department operating budgets can be proportionally reallocated across the new department structure. Reorganization of the departments will reallocate administrative assistant duties more equitably. Once currently vacant existing administrative positions are filled, Management/ Marketing and Health Administration will share an administrative assistant (13 faculty); Economics/Finance and Accounting/ Business Law will share an administrative assistant (14 faculty); one administrative assistant will serve the faculty in Psychology and Leadership Studies (16 faculty); and another assistant will serve the faculty in Education and Kinesiology/Health Sciences (15 faculty). The reorganization will more evenly support the faculty and all administrative assistants will support two departments and roughly the same number of faculty. The most significant cost will be the course reductions associated with an additional Department Chair and the 2/9 salary for summer support, which will be covered by adjustments to resource allocations to support this reorganization.

## **3. Review of Documents Related to Referenced Matter**

A proposal and memo of approval from LSU-S administration is on file with the LSU Office of Academic Affairs.

**4. Certification of Compliance with Article VII, Section 9, Paragraph C of the Bylaws of Louisiana State University Board of Supervisors**

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU-Shreveport to create the department of Leadership Studies in the College of Business, Education and Human Development, subject to approval by the Louisiana Board of Regents.



**Request from LSU A&M to Name the Atrium in the Design Building  
the “Julian T. White Design Atrium”**

**To: Members of the Board of Supervisors**

**Date: May 5, 2017**

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

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

**1. Summary of Matter**

LSU A&M is requesting approval to name the design building atrium the “Julian T. White Design Atrium”. Julian T. White was the first black professor in LSU’s history and remained for 33 years, retiring in 2003. During his years as professor, Dr. White also maintained an architectural firm in Baton Rouge primarily focused on schools and churches, and also served as a member of the State of Louisiana’s Board of Architectural Examiners. The naming of this atrium would honor his lasting legacy in education and in the architectural community.

**2. Review of Documents Related to Referenced Matter**

The following documents are on file in the LSU Office of Academic Affairs:

- I. Memo of support from LSU’s Naming Committee
- II. Memo of request from the Dean of the College of Art & Design

**3. Certification of Compliance with Article VII, Section 9, Paragraph C of the Bylaws of Louisiana State University Board of Supervisors**

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU A&M to name the atrium in the Design Building the “Julian T. White Design Atrium”.



**Request from LSU A&M for Approval to Name the Grand Salon in the French House the “Hans and Donna Sternberg Salon”**

**To: Members of the Board of Supervisors**

**Date: May 5, 2017**

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

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

**1. Summary of Matter**

LSU A&M is requesting approval to name the Grand Salon in the French House the “Hans and Donna Sternberg Salon”. Hans and Donna Sternberg have long supported the Ogden Honors College, including through the Sternberg Professorship, awards for study abroad programs, and support of Phi Beta Kappa. The Sternbergs have also supported other units at LSU including the Manship School of Mass Communication, the University Lab School, the Paul M. Hebert Law Center and the LSU Alumni Association. In addition to being long time prominent Baton Rouge business owners including Godchaux’s on Main Street, Starmount Life Insurance Co., and Highflyer Human Resources, they support many organizations in the Baton Rouge community including the Pennington Biomedical Research Foundation and Woman’s Hospital. Through the commitment of a transformational endowed gift to the college, they will have an impact on students in the Ogden Honors College in perpetuity. This naming would honor the Sternberg family’s generous patronage.

**2. Review of Documents Related to Referenced Matter**

The following documents are on file in the LSU Office of Academic Affairs:

- I. Memo of support from LSU’s Naming Committee
- II. Memo of support from the Roger Hadfield Ogden Honors College

**3. Certification of Compliance with Article VII, Section 9, Paragraph C of the Bylaws of Louisiana State University Board of Supervisors**

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU A&M to name the Grand Salon in the French House the “Hans and Donna Sternberg Salon”.



**Request from LSU A&M to Name a Classroom in the French House the  
“Matt and Melissa Juneau Family Classroom”**

**To: Members of the Board of Supervisors**

**Date: May 5, 2017**

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

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

**1. Summary of Matter**

LSU A&M is requesting approval to name a classroom in the French House the “Matt and Melissa Juneau Family Classroom”. Matt Juneau is a member of the Ogden Honors College Advisory council, LSUAA National Board of Directors, and recipient of the Top 100 Scholarship. He received his BS in Chemical Engineering from LSU in 1982, and joined Albermarle Corporation (formerly Ethyl Corporation) where he currently serves as the Senior Vice President for Corporate Strategy and Investor Relations. His wife Melissa Juneau holds a BS and MS in Speech-Language Pathology from LSU, and has worked with young children throughout the Baton Rouge area for 30 years. She has served as Executive Director of the Emerge Center (formerly the Baton Rouge Speech and Hearing Foundation) since 2007.

Matt and Melissa Juneau have long supported LSU and the Ogden Honors College. Together they established the Matt and Melissa Juneau Family Honors Endowed Scholarship Fund for students pursuing an undergraduate degree at LSU to aid in removing financial barriers for outstanding students in the college. As dedicated alumni, Matt and Melissa Juneau have been generous supporters of LSU for more than 30 years, and have made a significant impact on the lives of many students, faculty members, and programs through their service. The naming of the Matt and Melissa Juneau Family Classroom would honor their support and commitment.

**2. Review of Documents Related to Referenced Matter**

The following documents are on file in the LSU Office of Academic Affairs:

- I. Memo of support from LSU’s Naming Committee
- II. Memo of support from the dean of the Roger Hadfield Ogden Honors College



**3. Certification of Compliance with Article VII, Section 9, Paragraph C of the Bylaws of Louisiana State University Board of Supervisors**

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU A&M to name a classroom in the French House the “Matt and Melissa Juneau Family Classroom”.



**Request from LSU A&M to Name 23 Facilities in the  
College of Engineering**

**To: Members of the Board of Supervisors**

**Date: May 5, 2017**

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

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

**1. Summary of Matter**

The LSU Foundation has received approximately \$16.5 million from donors to support the College of Engineering through the naming of various facilities in Patrick F. Taylor Hall. LSU A&M is requesting approval to name the following facilities:

1. Albemarle Foundation Classroom: Albemarle Corporation is a generous supporter of the LSU College of Engineering and its students. A classroom in Patrick F. Taylor Hall would recognize its great contributions and its pledge to create a state-of-the-art learning space.
2. Alfredo and Maria Lopez Chemical Engineering Department Suite: Alfredo Lopez is an LSU alum who went on to become the Vice President of Research and Development at Exxon. Lopez is an active supporter of LSU, a former member of the Cain Department of Chemical Engineering's Board of Advisors, and a distinguished member of his community.
3. Ann and Clarence Cazalot Classroom: Clarence Cazalot is an LSU alum who served as a vice president at Texaco Inc., president of Texaco's worldwide production operations, and chairman, president, and CEO of Marathon Oil Corporation. Both Cazalot and his wife, Ann, are great supporters of STEM majors at LSU.
4. Baker Hughes Classroom: Baker Hughes is a steadfast supporter of LSU and the engineering community. His donation will create a state-of-the-art learning space in the new engineering facility.
5. Boh Bros. Construction Co. Classroom: Boh Bros. Construction supports the education of LSU's engineering students, the Frank Germano Design Center, and the Student Engineering Council. This naming will honor its dedication to LSU engineering.
6. Cajun Industries, LLC Department Suite: Cajun Industries, LLC supports and enhances diversity in engineering through the Cajun Industries Award for Diversity in Construction Management. It has additionally supported the Cajun Contractors Professorship in Construction Management and the Zaki Bassiouni Distinguished Professorship in Critical Thinking.

7. CB&I Energy Innovation Lab: CB&I provides key support in the education of LSU engineering students. Its support has been demonstrated through the American Society of Civil Engineering steel bridge competition and programming for the Student Engineering Council.
8. Chevron Reservoir Characterization Lab: Chevron Corporation has committed to the support of student scholarships, departmental development funds, and diversity initiatives.
9. Chevron Rocks and Fluids Property Lab: Chevron Corporation's great support of LSU engineering programs and students will be recognized through this naming. Dow Chemical Engineering Unit Operations Lab: Dow Chemical Company provides key support of a great number of student initiatives, Engineers Without Borders, REHAMS summer camp and Encounter Engineering bridge program, and Mini Baja Project and Mini-Indy Auto Assembly.
10. Dow Student Leadership Incubator: Dow Chemical Company is committed to supporting various development funds, diversity initiatives, and laboratory equipment. This, and its support of student initiatives, would be honored by this naming.
11. Edward A. and Karen Wax Schmitt Machine Shop: Edward Schmitt is the Executive Vice President and Chief Operations Officer of Georgia Gulf Corporation, and serves on the LSU College of Engineering Dean's Advisory Council. He is a past chairman for the Louisiana Chemical Association political action committee, and official correspondent for the Chlorine Institute and current member of the Louisiana Chemical Industry Alliance. Schmitt and his wife, Karen, are members of the Society for Engineering Excellence.
12. Estate of Clements Adam Helbling Chemical Engineering Processing Lab: Adam Helbling is an LSU alum who has served in the U.S. Navy and spent his entire career with Texaco.
13. Kathy and Roy O. Martin and Lynn and Gary R. Wooley Department Suite: Roy Martin is an LSU alum who serves as president and CFO of Roy O. Martin Lumber Company LLC, Martin Timber Company LLC, and Martin Companies LLC, as well as serving as director and co-founder of Indigo Minerals, LLC. Gary Wooley is also an LSU alum, the founder of Wooley & Associates, Inc., and consults to the petroleum engineering industry.
14. Mark and Carolyn Guidry Electrical Engineering Lab Duplex: Mark and Carolyn Guidry are both LSU alums who worked for Boeing in Seattle. Mark eventually joined the LSU faculty. He also founded two companies with his wife, Carolyn: Simon Software and Avasem Corporation. The Mark and Carolyn Guidry Foundation is a member of the Society for Engineering Excellence.
15. MMR Advance Materials and Methods Construction Management Lab: MMR Group, Inc. is a great supporter of LSU engineering and its students, providing generous contributions to the College of Engineering.
16. MMR Building Simulation and Information Modeling Construction Management Studio: MMR Group, Inc. is committed to improving LSU's construction management laboratories and supporting the department's development fund.
17. Murphy Oil Senior Design Classroom: Murphy Oil has provided key support to LSU's engineering department and its students with its pledge to create a senior design

classroom where present and future students will have the opportunity to learn, collaborate, and innovate.

18. Oscar and Mary Andras Chemical Engineering Lab: Oscar “Dub” Andras is an LSU alum who worked for Gulf Oil Company and served in the U.S. Army Chemical Corps. He further joined the Dow Chemical Company and served as president and CEO of Enterprise Products Partners.
19. Richard J. Juneau Mechanical Engineering Materials Lab: Richard J. Juneau is an LSU alum who worked with Crown-Zellerbach Corporation and was co-founder and CEO of IMr, an industrial sales service and warehousing business in Baton Rouge. Juneau is an active supporter of LSU, and is a current member of the college’s Society of Engineering Excellence.
20. Robert and Adele W. Anding Chemical Engineering Lab: Robert D. Anding was an LSU alum who worked with Exxon Corporation before becoming president and director of Essochem Europe, Inc. He later served as president of Exxon Chemical Americas. Anding was committed to supporting LSU, and this naming would honor his legacy and impact on his community.
21. Roy O. Martin Auditorium: Roy O. Martin is an LSU alum who has been named to the LSU Alumni Hall of Distinction and the LSU Business Hall of Distinction. He serves on the boards for the Tiger Athletic Foundation, LSU Flagship Coalition, and the Dean’s Advisory Council of LSU’s E. J. Ourso College of Business.
22. Triad Electric & Controls Classroom: As founder, owner, and CEO of Newtron, Inc., Newton B. Thomas is an LSU alum who is an active supporter of LSU engineering. He was named LSU Alumnus of the Year in 2015, and was inducted into the LSU College of Engineering Hall of Distinction.

## **2. Review of Documents Related to Referenced Matter**

A memo of approval from the Chair of the Naming University Facilities and Academic Unit Committee, and a LSU Facilities Naming Request Form are on file with the Office of Academic Affairs.

## **3. Certification of Compliance with Article VII, Section 9, Paragraph C of the Bylaws of Louisiana State University Board of Supervisors**

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

## RESOLUTION

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU A&M to name the following facilities in the College of Engineering:

1. Albermarle Foundation Classroom
2. Alfredo and Maria Lopez Chemical Engineering Department Suite
3. Ann and Clarence Cazalot Classroom
4. Baker Hughes Classroom
5. Boh Bros. Construction Co. Classroom
6. Cajun Industries, LLC Department Suite
7. CB&I Energy Innovation Lab
8. Chevron Reservoir Characterization Lab
9. Chevron Rocks and Fluids Property Lab
10. Dow Chemical Engineering Unit Operations Lab
11. Dow Student Leadership Incubator
12. Edward A. and Karen Wax Schmitt Machine Shop
13. Estate of Clements Adam Helbling Chemical Engineering Processing Lab
14. Kathy and Roy O. Martin and Lynn and Gary R. Wooley Department Suite
15. Mark and Carolyn Guidry Electrical Engineering Lab Duplex
16. MMR Advance Materials and Methods Construction Management Lab
17. MMR Building Simulation and Information Modeling Construction Management Studio
18. Murphy Oil Senior Design Classroom
19. Oscar and Mary Andras Chemical Engineering Lab
20. Richard J. Juneau Mechanical Engineering Materials Lab
21. Robert and Adele W. Anding Chemical Engineering Lab
22. Roy O. Martin Auditorium
23. Triad Electric & Controls Classroom



**Request from LSU A&M to Change the Name of the  
John W. Dupuy Endowed Professorship #2 to the  
James R. Dupuy Professorship**

**To: Members of the Board of Supervisors**

**Date: March 17, 2017**

**1. Significant Board Matter**

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

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

**2. Summary of the Matter**

Significant donations were made to the LSU Foundation to establish the John W. Dupuy Endowed Professorship #2, which was approved in March 2016. At the donors' request, LSU A&M is seeking to change the name of the endowed professorship to the James R. Dupuy Professorship. The professorship qualifies for Board of Regents Support Fund (BoRSF) matching funds. Approved by the Louisiana Board of Regents in the 1990-90 academic year, the Endowed Professorships Subprogram matches non-State contributions of at least \$60,000 with \$40,000 from the BoRSF to create endowed professorships to recruit and retain superior faculty.

**3. Review of Documents Related to Referenced Matter**

Supporting materials are on file in the LSU Office of Academic Affairs.

**4. Certification of Compliance with Article VII, Section 9, Paragraph C of the Bylaws of Louisiana State University Board of Supervisors**

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the request to change the name of the John W. Dupuy Endowed Professorship #2 to the James R. Dupuy Professorship.



**Request from LSU Health Sciences Center-Shreveport to  
Establish 3 Endowed Professorships**

**To: Members of the Board of Supervisors**

**Date: May 5, 2017**

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

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

**1. Summary of Matter**

The Board of Regents Support Fund (BoRSF) for Endowed Professorships Program provides matching dollars to campuses to create endowed professorships that provide academic and mission enhancement of the respective campus, as well as contribute to the economic development of Louisiana. Non-State contributions combined with a BoRSF match will produce permanent endowments.

LSU Health Sciences Center-Shreveport is seeking approval to establish the following endowed professorships:

- a) Dudley R. Isom, DDS Endowed Professorship in Oral and Maxillofacial Surgery
- b) Charles H. Webb, MD Endowed Professorship in Pediatrics
- c) Medical Center Clinics Endowed Professorship in Radiology

A single contribution has been made to establish these endowed professorships, subject to available matching funds from the Board of Regents.

**2. Review of Documents Related to Referenced Matter**

A memo from the LSU Health Sciences Center – Shreveport Chancellor’s Office requesting the establishment of each of these 3 professorships is on file in the LSU Office of Academic Affairs.

**3. Certification of Compliance with Article VII, Section 9, Paragraph C of the Bylaws of  
Louisiana State University Board of Supervisors**

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU Health Sciences Center – Shreveport to establish the following endowed professorships, subject to approval by the Louisiana Board of Regents:

- a) Dudley R. Isom, DDS Endowed Professorship in Oral and Maxillofacial Surgery
- b) Charles H. Webb, MD Endowed Professorship in Pediatrics
- c) Medical Center Clinics Endowed Professorship in Radiology





**Request from LSU A&M to Authorize the Board of Supervisors to Enter into a Contract with Aramark to Manage Concessions for LSU Athletic Venues and Events**

**To: Members of the Board of Supervisors**

**Date: May 5, 2017**

Pursuant to Article VII, Section 9.A.8 of the Bylaws of the Louisiana State University Board of Supervisors, this is a significant board matter.

A.8. Major Contracts

**1. Summary of the Matter**

LSU entered into a 10-year concessions agreement with Compass prior the 2002-03 athletic year. In May of 2012, the contract was extended 5 years, and is set to expire on June 30, 2017. Prior to the original agreement with Compass, all LSU athletic event concession operations were operated in-house.

This request is to allow the President to enter into a contract with Aramark Sports and Entertainment Services, LLC, for the purpose of Management of Concession Services for Athletic Venues and Events. The term of this Agreement shall be for ten (10) years, commencing on or about July 1, 2017. This Agreement may be extended for two (2) additional five (5) years terms for a total of up to twenty (20) year agreement, subject to the mutual Agreement of LSU and Supplier.

**2. Review of Business Plan**

The Solicitation for Offers (SFO) sought a concessionaire to provide concessions for all scheduled intercollegiate athletic events at the LSU athletic facilities listed below. The concessionaire is not the exclusive caterer for events held at athletic facilities. The concessionaire may have the opportunity to cater tailgate parties, recruiting events, etc., that occur at athletic facilities, but the concessionaire does not have exclusivity over these catering services.

The concessionaire shall provide concessions at the athletic facilities listed below:

- Alex Box Stadium
- Bernie Moore Track Stadium
- Carl Maddox Field House
- LSU Soccer Stadium
- LSU Softball Stadium (Tiger Park)
- LSU Tennis Complex
- Pete Maravich Assembly Center (PMAC)
- Tiger Stadium
- LSU Beach Volleyball Facility (Future Site)

The SFO emphasized the importance of the concessionaire to subcontract concessions stands to local companies, including small and minority businesses. The concessionaire must be willing to

provide food options that represent Louisiana’s unique cuisine, and be willing to go above and beyond fans expectations, while providing a fiscally competitive proposal.

All services under this agreement must be performed and delivered in strict compliance with NCAA, SEC, and LSU rules and regulations.

### 3. Fiscal Impact

In consideration for being the exclusive provider of concession foods and beverage services for events in University athletics facilities starting on July 1, 2017 through June 30, 2027, Aramark agrees to pay LSU a minimum commission guarantee of \$2,400,000 per fiscal year.

The commission guarantee will only be paid to LSU in fiscal years that the percentage of gross receipts from all concession sales paid to the Athletics Department does not exceed \$2,400,000. The proposed percentage of gross receipts from concessions sales will be determined in accordance with the following commission structure:

<b>Football and Baseball</b>	<b>Rate</b>
\$0-\$2,000,000	45.0% (on the increment)
\$2,000,001-\$4,000,000	47.0% (on the increment)
\$4,000,001-\$6,500,000	49.0% (on the increment)
\$6,500,001-	52.0% (on the increment)
 <b>All Other Sports</b>	
\$0 - and up	45.0% (on the increment)
 <b>Third Party</b>	
<b>Subcontractors (all venues)</b>	
Other Subcontractors’	
Receipts *	50.0%
Alcohol **	45.0%

\* Net receipts after subcontractor payout

\*\* Commission is based on net receipts from sale of alcohol upon approval of LSU to engage in the sale of alcohol to the general public in its facilities and venues.

In addition to the above commission structure, Aramark will make an investment (the “Food and Beverage Investment”) in the amount of \$1,600,000 for improvements to the food service facilities, concession improvements, IT needs, and office equipment. This includes funding of a Point of Sale (POS) in the food and beverage areas.

Additionally, prior to the start of the commencement date of Year 1, Aramark will provide a Commission Advance of \$1,500,000 to the University for the upcoming year.

Finally, Aramark will contribute \$25,000 annually to a scholarship fund mutually agreed upon by the University and Aramark.

#### **4. Description of Competitive Process**

In preparation for the expiration of LSU's contract with Compass, the Athletics Department began working on a Solicitation for Offer (SFO) in August 2016. Athletics collaborated with the multiple University departments including Finance and Administration, Procurement and Auxiliary Services, reviewed similar proposals from peer Universities, reviewed concessions contracts from peer Universities, and studied the recent trends of the concessions industry before issuing the SFO to the public on November 15, 2016.

Any Respondent wishing to respond to the SFO was required to attend a mandatory pre-offer tour held on November 29, 2016. The tour included 28 individuals representing seven companies that allowed the suppliers to walk through Tiger Stadium, PMAC, and Alex Box. During the month of December, LSU Procurement responded to all inquiries officially submitted by suppliers. Official offers in response to the SFO were due by January 10, 2017.

Three offers were submitted, and after an initial review, Procurement deemed two offers (Aramark and Compass/Levy) met all mandatory minimum qualifications outlined in the SFO. These Offers were evaluated by the Committee which was comprised of Athletics, Auxiliary Services, Finance and Administration and Procurement. Following an extensive analysis of the Offers, including participation in oral presentations and best and final offers from both offerors, the Committee derived a consensus score for each Offer based on the evaluation criteria of the SFO.

#### **5. Review of Legal Documents**

The attached Agreement was prepared by the Office of Procurement Services in conjunction with LSU Staff.

#### **6. Parties of Interest**

LSU and Aramark both have an interest in this agreement

#### **7. Related Transactions**

Not applicable.

#### **8. Conflicts of Interest**

None.

### **ATTACHMENT**

#### **I. Proposed Agreement with Aramark to Manage Athletic Venue Concessions**

## RESOLUTION

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize Dr. F. King Alexander, President of the Louisiana State University, or his designee, acting on behalf and in the name of the Board, and in consultation with general counsel, to execute an agreement with Aramark to Manage Concessions for LSU Athletic Venues and Events ( LSU Tiger Concessions) as determined by a competitive bid and evaluation process, with all such agreements and documents as well as any subsequent amendments thereto, to contain the terms and conditions, that the President deems to be in the best interest of LSU.



BOARD OF SUPERVISORS OF LOUISIANA STATE  
UNIVERSITY  
AND AGRICULTURAL AND MECHANICAL COLLEGE, PARISH  
OF EAST BATON ROUGE

**AGREEMENT FOR MANAGEMENT OF CONCESSION SERVICES  
LSU ATHLETIC VENUES AND EVENTS**

This Agreement ("Agreement") is made and entered into by and between **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE** (hereinafter referred to as "LSU" or "University"), a public constitutional corporation organized and existing under the laws of the State of Louisiana and **ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC**, a Delaware limited liability company located at 1100 Market Street, Philadelphia, PA 19107 (hereinafter referred to as "Supplier").

**ARTICLE I  
TERM**

- 1.0 The term of this Agreement shall be for ten (10) years, commencing on \_\_\_\_\_ ("Begin date") and ending on the day immediately preceding the tenth (10th) anniversary of the Begin date ("End date"). This Agreement may be extended for two (2) additional five (5) years terms for a total of up to a twenty (20) year agreement, subject to the mutual Agreement of LSU and Supplier.

The initial term of the agreement is intended to allow for transition from the existing contract. Transition to occur on contract "Begin date", with operations commencing on July 1, 2017. Please see Exhibit A Transition Timeline.

**ARTICLE II  
SCOPE OF SERVICES**

- 2.0 The Supplier is to provide LSU the following services at the locations listed below in Baton Rouge, Louisiana: provide Concessions for all scheduled intercollegiate Athletic Events at the LSU Athletic Facilities listed below. The Supplier is not the exclusive caterer for events held at Athletic Facilities. The Supplier may have the opportunity to cater tailgate parties, recruiting events, etc., that occur at Athletic Facilities, but the Supplier does not have exclusivity over these catering services.

The Supplier must collaborate with the LSU Athletics Department to determine mutually agreed upon areas of the campus that will serve as satellite locations on football game days. Supplier shall provide Concessions at the Athletic Facilities listed below (additional detail is included in Exhibit B):

Tiger Stadium  
Alex Box Stadium  
Pete Maravich Assembly Center  
Bernie Moor Track Stadium  
Carl Maddox Field House  
LSU Soccer Stadium  
LSU Softball Stadium (Tiger Park)  
LSU Tennis Complex  
Future LSU Beach Volleyball Facility

**ARTICLE III**  
**SUPPLIER OBLIGATIONS**

3.0 Supplier agrees to provide the following at a minimum:

3.1 Supplier Reporting and Review Responsibilities

3.1.1 Supplier will furnish the University with all requested daily/weekly/monthly/annual reports to transactions, sales, etc. and other pertinent information as requested; provided, however, University gives Supplier reasonable prior written notice of all requests. Monthly financial reports, as required by the University, will be delivered electronically to the University on or before an agreed upon date of the following monthly accounting term.

3.1.2 Supplier shall submit an operating budget via an approved format for University approval four months prior to the beginning of each Agreement Year, for every year during the term of the Agreement. For the first year of the agreement, Supplier shall submit an operating budget on or before July 1, 2017.

3.1.3 Supplier shall provide the University with a sales report within 72 hours following each home football game. For all other sporting events, Supplier shall provide the University a monthly sales report within five (5) days following the end of a month. The monthly sales report must detail each sport's sales and not just the sales for the venue.

3.1.4 Supplier shall provide to the University, in a format directed by the University, a written summary of each sports season within one (1) month following the completion of a season.

3.1.5 Supplier and the University shall inventory all Equipment, Leasehold Improvements, uniforms and Smallwares on an

annual basis to determine what replacements and repairs are required, and to adjust the asset schedule accordingly.

- 3.1.6 Supplier must participate in quarterly, semi-annual, or annual reviews that are requested by the University. The University will provide at least a 30 days' notice for quarterly, semi-annual, or annual review.

### 3.2 Supplier TigerCASH Responsibilities

- 3.2.1 Supplier shall support and participate in the TigerCASH program at Concessions stands designated by the University, including without limitation, providing and maintaining the readers necessary to accept TigerCASH and interact with the University's business transactions system in a secure manner.
- 3.2.2 During the term of this Agreement, the Supplier agrees to pay a Service Charge equal to 3% of Gross TigerCASH Debit Card transaction sales at the Supplier's location.
- 3.2.3 Supplier shall submit a detailed monthly invoice, to be verified by the University, before a payment is made.

### 3.3 Supplier Food Prices, Menu Requests, and Food Offerings

- 3.3.1 Requests by Supplier for initial prices or to increase or decrease retail prices for food and beverages offered by the Supplier must be made to the University at specified dates to be established for each Athletic Venue. Initial price requests must be sent to the University at least thirty (30) days prior to the start of a sports season.
- 3.3.2 Supplier shall provide initial menu requests to the University at least thirty (30) days prior to the start of a sports season. The University reserves the right to reject any menu option; however, the University shall not unreasonably withhold or delay such menu approval and implementation.
- 3.3.3 Supplier shall use its best faith efforts to comply with all applicable provisions of the University's sponsorship agreement with Coca-Cola Bottling Company Agreement Requirements. Further detail located in Exhibit C.
- 3.3.4 Supplier shall comply with University diverse food offering requirements.

### 3.4 Supplier Maintenance Responsibilities

- 3.4.1 Supplier shall maintain all assigned areas and areas adjacent to such assigned areas (including the space within a 10-foot radius of each area) including without limitation, concession stands, bars, buffets, pantries, vending areas, condiment stands, kitchens and storage and prep areas, in a clean, sanitary, and orderly fashion.
- 3.4.2 Supplier shall provide as-needed basic janitorial services before, during and after event within a 10-foot radius around concession stands and in kitchen and pantries. Any pest control services that exceeds the regularly scheduled maintenance provided by University, requested by the Supplier will be the responsibility of the Supplier.
- 3.4.3 Supplier shall provide trash receptacles within the assigned areas. Supplier shall deposit in receptacles all waste, garbage and refuse which shall accumulate in areas assigned and maintained by the University and shall keep the stands, kitchens, dining rooms, store rooms, and other areas and space allotted to it in the same condition as provided on the Begin date.
- 3.4.4 Supplier shall be responsible for removal of all trash receptacles within assigned areas to centralized designated trash locations. Supplier shall take all trash and garbage from all Supplier areas to the designated dumpster or recycling areas. Proper containers shall be used to transport post event products for disposal to prevent spillage on walkways and concourses.
- 3.4.5 Supplier shall provide and maintain without cost to the University all of Supplier Equipment such as, but not limited to, Smallwares, and uniforms responsibly necessary to conduct the Foodservice operations. The Supplier's Equipment and uniforms shall be mutually agreed upon by the University and Supplier.
- 3.4.6 Supplier shall maintain without cost to the University all of Supplier's Equipment and Leasehold Improvements, in the same condition as Supplier's Equipment and Leasehold Improvements were on the Begin date.
- 3.4.7 Supplier shall comply with and observe all (i) applicable federal, state and local laws, ordinances, rules, regulations, codes (including without limitation, any applicable health, safety or fire codes) administrative interpretations, and all rules or regulations imposed by governing body of the University (collectively, "Applicable Laws") and (ii) University standards, policies, procedures or codes of conduct as such



standards, policies, procedures or codes of conduct may be reasonably modified from time to time (collectively, "University Policies"), as to sanitation, the purity of food and beverages, recycling or otherwise relating to its operation under this Agreement; provided that the University has provided Supplier a copy of said University Policies in advance.

3.4.8 Supplier shall obtain and pay for all preventative maintenance plans for all Foodservice Equipment approved by the University; provided, however, that the University may require the use of its in-house maintenance staff for equipment repairs and maintenance if it is in the Foodservice operations best interest, in which case the Supplier shall reimburse the University for (i) any undisputed reasonable out-of-pocket expenses incurred by the University relating to such maintenance; or (ii) the undisputed reasonable cost of such maintenance services performed by the University on behalf of the Supplier, as the case may be. In the event University uses its in-house maintenance staff for equipment repairs and/or maintenance where Supplier is required reimburse University, University shall provide prior notice of said repair and/or maintenance. University shall bill Supplier at the end of the applicable month for repair and/or maintenance performed during such month. University's invoices shall describe the repair and/or maintenance performed in such detail as Supplier may require. Supplier shall pay University's invoices within forty-five (45) days after Supplier's receipt of a properly prepared invoice.

3.4.9 The Supplier shall provide a preventative maintenance schedule for all concession stands and occupied areas of Athletics Facilities.

3.5 Supplier Key Performance Indicators:

3.5.1 Supplier will provide performance reports as agreed upon with the University to monitor customer satisfaction and other priority areas. The customer satisfaction surveying will occur on up to four (4) occasions throughout a fiscal year with reports coming before the end of the same fiscal year.

3.5.1.1 The University has the right to hire an independent 3<sup>rd</sup> party to conduct customer satisfaction surveys.

3.5.1.2 The university will collaborate with Supplier to determine a mutually agreeable survey format.

3.5.2 Supplier Standard of Performance and General Policy. Supplier acknowledges that it is University's intent that the Services to be provided by Supplier under this Agreement shall be of the highest quality reasonably attainable so as to promote and enhance the operation of the Facilities. Accordingly, Supplier agrees to provide the Services for the benefit of University in accordance with the Key Performance Indicators which have been agreed to by the Parties and attached hereto as Exhibit D (the "**Key Performance Indicators**"), including any penalty for failure to provide the Services in accordance with the Agreement. Any changes, amendments or modifications to the Key Performance Indicators shall be made in writing only with the prior concurrence of University and Supplier. Any penalty for failure to provide the Services in accordance with the Agreement shall be paid by Supplier to the scholarship fund outlined in Section 21.6.

### 3.6 Supplier Personnel Requirements

3.6.1 Supplier shall be required to provide all management and other personnel necessary for performance of its rights and obligations under the Agreement at its own expense and at no cost to the University. Employment conditions governing Supplier employees shall be as determined by Supplier.

3.6.2 Supplier shall conduct and possess a current background check on all employees, whether full or part-time. A deficiency shall result if an employee of the Supplier cannot produce a background check for the employee or the employee does not pass a background check. This may result in the removal of the employee from LSU.

3.6.3 The University reserves the right to request immediate removal of any personnel for conduct which is determined to be not in the best interest of the University subject to Supplier's Termination policy and procedure provided that such termination is in accordance with all applicable laws and any collective bargaining agreements.

3.6.4 Supplier shall provide a letter certifying that criminal history checks have been conducted on all employees providing service, as well as requiring that Non-profit Organizations have proper background certifications. As team members are added throughout Agreement term, an updated letter must be provided. An updated letter will be required every year, at Agreement extension, for all team members, and any additional staff members that may be used. The criminal history check information must be maintained on file by the Supplier, and LSU reserves the right to request copies of the criminal history checks at any time. The

Supplier shall be required to adhere to all University policies. All Supplier employees shall wear identification tags provided by Supplier.

3.6.5 None of the work or services covered by this Agreement shall be subcontracted without prior approval of University. Supplier may, at its expense and with University approval adopt a program to enter into subcontract arrangements with various local community service clubs and other non-profit organizations to staff certain concession stands at athletic events. Such approval shall not be unreasonably withheld by the University, and communication of the University's final decision will be communicated to Supplier within seven days. In the event that approval is not given with seven days, proposed subcontract will be deemed approved by University. Supplier will ensure any representatives of such clubs and organizations will be suitably uniformed, trained and supervised in accordance with the requirements otherwise imposed hereunder on Aramark with regard to its employees.

3.6.6 Subcontracting of certain menu items may be permitted as the University has interest in offering "brand name" products at its events. Subcontractors are subject to the approval of University before such an assignment may be made and must agree to comply with the terms and conditions of the Agreement between the University and Supplier. Such approval shall not be unreasonably withheld by the University, and communication of the University's final decision will be communicated to Supplier within seven days. In the event that approval is not given with seven days, proposed subcontractor will be deemed approved by University. Supplier will control the hiring of Subcontractors with University approval and will be responsible for their actions and operations. The University reserves the sole right to reject any and all Subcontractors.

3.7 Other Supplier Requirements

3.7.1 Supplier is required to attend all operations meetings leading up to an event. For home football games, meetings are usually held on the Thursday morning before the game. For other sports, operational meetings are not consistently held for each home event.

3.7.2 Upon approval from Supplier, which said approval shall not be unreasonably withheld, Supplier will give the University access to all concessions stands should the University need the space for non-athletic events not being operated by Supplier. The University shall communicate the need to access and use concession stands no less than seven days

prior to the commencement of the event. The University will leave the concession stand in the same conditions as found.

3.7.3 Supplier is required to gain approval from the University for all portable and satellite locations used within and outside of athletic facilities. The University shall not unreasonably withhold or delay such approval and implementation. Such approval shall not be unreasonably withheld by the University, and communication of the University's final decision will be communicated to Supplier within seven days.

3.7.4 Supplier is required to follow all event sign in procedures as required by the University for Athletic Events. The University will provide Supplier with the approved procedures no less than seven days prior to the first event of each athletic year.

#### **ARTICLE IV UNIVERSITY OBLIGATIONS**

4.0 University agrees to provide the following at a minimum :

4.1 University Reporting and Review Responsibilities

4.1.1 The University will provide at least a 30 days' notice for quarterly, semi-annual, or annual business reviews.

4.1.2 University will conduct all operation meetings leading up to an event. For home football games, meetings are usually held on the Thursday morning before the game. For other sports, operational meetings are not consistently held for each home event.

4.2 University TigerCASH Responsibilities

4.2.1 The University will act as the agent for Supplier in collecting sales proceeds from the use of Tiger Cards for purchases.

4.2.2 The University will transfer payments on a monthly basis, on or before the 30<sup>th</sup> day of each month for the prior month's purchases, for the TigerCASH transactions attributable to the Supplier, less the Service Charge.

4.3 University Approval Requirements

4.3.1 The University will review retail price requests in a timely manner and will evaluate on the basis of thoroughly

documented need provided by the Supplier. The University reserves the right to reject retail price increases or decreases, however, the University shall not unreasonably withhold or delay such pricing approval and implementation. No prices of food and beverages and other items for sale at the Premises or pursuant to this Agreement may be increased or decreased without the consent of the University.

4.3.2 The University will approve, said approval shall not be unreasonably withheld, all plans and specifications for additions, alterations, and improvements prior to installation of any work, and all such work will be performed to the approval of the University's Office of Facility Services.

#### 4.4 University Maintenance Requirements:

4.4.1 The University shall provide trash receptacles in the public areas of the facilities and the areas outside of the facilities. The removal of the dumpster and recyclables from the facilities shall be arranged and paid for by the University. Grease removal will be arranged for and/or provided by the University.

4.4.2 The University will provide oversight to the routine inspection and maintenance of all spaces occupied by the Supplier. The University shall have access to all spaces occupied by the Supplier.

4.4.3 Pest control will be the responsibility of the University for all facilities. Any pest control services that exceeds the regularly scheduled maintenance provided by University, requested by the Supplier will be the responsibility of the Supplier.

4.4.4 The University shall furnish all existing electricity, water and drainage service as required for Supplier's operation without cost to the Supplier. The University shall not be liable for spoilage of foods as the result of a power interruption, leakage, or other mechanical or utility failure.

#### 4.5 University Campus Mail Requirements

4.5.1 The University will provide Campus mail services, under policies and rules governing its use as provided for in PS-91 (<http://sites01.lsu.edu/wp/policiesprocedures/policies-and-procedures/>).

#### 4.6 Facilities Availability and Use

4.7 The University shall make available to Supplier at the Athletics Facilities those areas, improvements, personal property and equipment (including, without limitation, concession stands, restaurant, bars, clubs, customer serving locations, food preparation areas, vendor commissaries, kitchen and warehouse facilities, administrative offices and portable serving locations) [collectively referred to as the "Concession Premises"] within the Athletics Facilities from which Supplier shall provide the Services and as more particularly described in Exhibit "B". Network failure

4.7.1 In the event of a network outage, the Supplier is expected to conduct all business offline until the network issues are reasonable. Except for the circumstances in Section 21.4.4, University shall not be liable for any loss of sales due to a network outage.

## **ARTICLE V**

### **FACILITY CONSTRUCTION AND OVERSIGHT**

#### 5.0 Facility Construction and Oversight

5.1 Modification to Premises: Should Supplier seek to modify Premises, it shall secure LSU's written approval of all plans and specifications for the construction of the improvements or modifications prior to the commencement of any work on or about the Premises, which approval will not be unreasonably withheld, conditioned or delayed. This approval may be given by the Office of Facility Services for Louisiana State University or a designee. All proposed physical modifications to the Premises must be agreed upon in writing by the Supplier and the University and may require approval of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. Subject to Article IX, upon the termination or expiration of this Agreement, Supplier shall, as soon thereafter as feasible, but no later than thirty (30) days after effective date of termination or expiration of this Agreement, vacate all parts of the Premises occupied by Supplier, remove Supplier's equipment (if applicable), and return the Premises to University, with all of University's Equipment (defined below), in the same condition as when originally made available to Supplier, unless agreed upon by University, excepting reasonable wear and tear, fire and other casualty loss.

## **ARTICLE VI**

### **DIVERSITY**

#### 6.0 Diversity Program

6.1 Supplier shall comply with its standards, policies, procedures which may be reasonably modified from time to time by Supplier (collectively, "Supplier Diversity Policy"), as to diversity, relating to its operation under this Agreement. Said Supplier Diversity Policy has been

provided to and accepted by the University as of the Effective Date of this Agreement.

- 6.2 Supplier agrees and will comply with the University's Supplier Diversity requirement and Supplier will promote the establishment and growth of diverse suppliers through technical assistance and placement of business where appropriate. With a focus on building long-lasting business relationships.
- 6.3 University is dedicated to promoting the growth and development of minority, women, and small and historically underutilized businesses ("Diverse Businesses") by providing opportunities to participate in University contracts. In support of this commitment, the Supplier will use good faith efforts to award subcontracts to Diverse Businesses that are either certified by the state or another certifying agency or are self-classified in a diversity category.
- 6.4 In the first contract year, the Supplier will use good faith efforts to award 10% of all portable and satellite locations used within and outside of athletic facilities, to Diverse Businesses, including suppliers, vendors, non-profits, and/or subcontractors.
- 6.5 Supplier agrees to meet a 10% goal of second tier spend to Diverse Businesses, who including suppliers, vendors, non-profits, and/or subcontractors, that are either certified by the state or another certifying agency.
- 6.6 The parties agree that Supplier failure to meet this goal does not constitute a breach of contract. At the end of the applicable contract year, the parties shall meet to mutually determine whether this provision should be modified.

**ARTICLE VII**  
**INVESTMENT BY SUPPLIER; EQUIPMENT**

7.0 Investment By Supplier

- 7.1 In consideration of the rights granted to Supplier by the University pursuant to this Agreement, Supplier shall expend an amount (the "Investment") not to exceed One Million Six Hundred Thousand Dollars (\$1,600,000.00) for mutually agreed upon food and beverage equipment, concession improvements, IT needs, and office equipment. This includes funding of Point of Sale (POS) needs in the food and beverage areas at the Athletics Facilities (collectively, "Supplier's Equipment"). Unless otherwise agreed to in writing by the parties, the Investment shall be made by Supplier on the date of the Begin Date. Title to Supplier's Equipment shall remain with Supplier until the expiration of the Term or the University's payment to Supplier of the

Termination Payment (as defined below) and Pre-opening Expenses Payment (if applicable) (as defined below) in the event this Agreement is terminated prior to the expiration of the Term, at which point, title to Supplier's Equipment shall vest in the University. The Investment shall be amortized on a straight-line basis over the Term, commencing on the date the Investment is made.

- 7.2 Equipment. The University shall provide the equipment described on Exhibit "E" (collectively, "University's Equipment"), which equipment Supplier shall be permitted to use in connection with its provision of the Concession Services.

### **ARTICLE VIII** **TERMINATION**

#### 8.0 Termination

- 8.1 Termination for Cause: The University may terminate this Agreement for cause based upon the failure of Supplier to comply with the terms and/or conditions of the Agreement provided that the University shall give the Supplier written notice specifying the Supplier's failure. If within thirty (30) days after receipt of such notice, the Supplier shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Supplier in default and the Agreement shall terminate on the date specified in such notice.

The Supplier may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of this Agreement, provided that the Supplier shall give the University written notice specifying the University's failure. If within thirty (30) days after receipt of such notice, the University shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Supplier may, at its option, place the University in default and the Agreement shall terminate on the date specified in such notice.

- 8.2 Termination for Convenience: The Parties may terminate this Agreement at any time by giving ninety (90) days written notice to the other Party of such termination or negotiating with the other Party an effective date.



**ARTICLE IX**  
**TERMINATION PAYMENT**

9.0 Termination Payment

- 9.1 Amount: Upon the expiration of the Term, or in the event this Agreement is terminated by either party at any time for any reason (including, but not limited to, the uncured default of a party) prior to the expiration of the Term, the University agrees, unconditionally and without any right of set-off, to pay to Supplier a payment (the "Termination Payment") in an amount equal to the Unamortized Balance (as hereinafter defined), together with all other amounts then due and payable or to become due and payable by the University to Supplier. As used herein, "Unamortized Balance" shall mean the aggregate remaining unamortized balance of the Capital Investment, respectively, as of the date of the expiration of the Term or earlier termination of this Agreement. In addition to the foregoing, in the event this Agreement is terminated for convenience during the Term, University shall pay to Supplier a payment ("Pre-opening Expenses Payment") equal to the "Pre-opening Expenses". ; "Pre-opening Expenses" shall mean all direct costs incurred by Supplier during the period up to and including the first accounting period with gross receipts including, but not limited to, the actual expense of products, on-site payroll, payroll taxes, fringe benefits, repairs and maintenance, and cleaning and office supplies. .
- 9.2 Time of Payment: The Termination Payment and Pre-opening Expenses Payment (if applicable) shall be paid to Supplier not later than ten (10) days prior to the date of the expiration of the Term or termination of this Agreement. The University's payment of the Termination Payment and Pre-opening Expenses Payment (if applicable) shall be a precondition to the effective termination of this Agreement by the University. Upon the University's payment of the Termination Payment and Pre-opening Expenses Payment (if applicable) to Supplier title to Supplier's Equipment shall vest in the University.
- 9.3 Remedies: In the event that Supplier does not receive the Termination Payment or Pre-opening Expenses Payment (if applicable) from the University at the time provided herein, Supplier may, at its option, exercise the following remedies: (i) remain at the Athletics Facilities; (ii) continue to provide the Concession Services; (iii) withhold all payments otherwise payable to the University until Supplier has recovered all amounts owing; (iv) institute proceedings against the University for all amounts owing; or (v) remove all of Supplier's Equipment from the Athletics Facilities.
- 9.4 Survival: The terms and provisions of this Section 9.0 shall survive the expiration of the Term or the earlier termination of this Agreement.

**ARTICLE X**  
**INDEMNIFICATION**

10.0 INDEMNIFICATION

- 10.1 Supplier shall defend, indemnify, and hold harmless LSU, LSU and its members, officers, employees and agents (collectively, "LSU Parties") from and against all suits, actions, claims, judgments, damages, losses or other liabilities, and all cost and expenses, including without limitation reasonable attorney fees, ("Claims") incurred by LSU Parties in connection therewith, arising out of or relating to Supplier's: (i) breach of any material term of this Agreement; or (ii) negligent acts or omissions of Supplier, or those of its employees and/or agents. Supplier shall give prompt written notice to LSU of any such Claim. In any instance to which the foregoing indemnities pertain, LSU Parties shall cooperate fully with and assist Supplier in all respects in connection with any such defense, and no LSU Party shall enter into a settlement of such Claim or admit liability or fault on the part of Supplier without Supplier's prior written approval.
- 10.2 LSU shall defend, indemnify and hold harmless Supplier, its directors, officers, employees, agents and assigns, from and against all Claims incurred by Supplier in connection therewith, arising out of or relating to the gross negligence or willful misconduct of any LSU Party. Supplier shall give prompt written notice to LSU of any such Claim. In any instance to which the foregoing indemnities pertain, Supplier shall cooperate fully with and assist LSU in all respects in connection with any such defense, and Supplier shall not enter into a settlement of such Claim or admit liability or fault on the part of LSU without LSU's prior written approval.

**ARTICLE XI**  
**NOTICES**

- 11.0 All notices, statements and payments provided for herein shall be in writing and deemed given if given in person or sent postage paid via registered or certified mail, return receipt requested, or by a nationally recognized overnight delivery service, including without limitation courier delivery, all fees prepaid, to the parties at the addresses given below or such other addresses as either party may designate to the other, and shall be deemed to have been given at the time it is sent addressed to the parties as set forth below:

**If to LSU:**

Sally McKechnie  
Assistant Vice President for Procurement & Property  
Management  
LSU Procurement  
213 Thomas Boyd Hall  
Baton Rouge, Louisiana 70803  
Telephone: 225-578-2176  
Fax: 225-578-2292

With copy to:

Michele Montero  
Associate Director of Procurement  
LSU Procurement  
213 Thomas Boyd Hall  
Baton Rouge, Louisiana 70803  
Telephone: 225-578-2035  
Fax: 225-578-2292  
Email: mmontero@lsu.edu

With copy to:

Department Contact: Matthew LaBorde, CPA  
Business Manager  
LSU Athletic Department  
1 Athletic Administration Building  
Baton Rouge, Louisiana 70803  
Telephone: 225-578-0680  
Email: mlabor5@lsu.edu

**If to Supplier:**

Aramark Sports and Entertainment Services, LLC  
1100 Market Street  
Philadelphia, PA 19107  
Attn: President – Sports and Entertainment

With copy to:

Aramark Sports and Entertainment Services, LLC  
1100 Market Street  
Philadelphia, PA 19107  
Attn: Associate General Counsel

11.1 The University shall appoint a Project Manager for this Agreement who will provide oversight of the activities conducted hereunder. The Project Manager for this agreement is identified below. Notwithstanding the Supplier's responsibility for total management during the performance of this Agreement, the assigned University Project Manager shall be the principal point of contact on behalf of the University and will be the principal point of contact for Supplier concerning Supplier's performance under this Agreement.

Project Manager: Matthew Laborde  
Business Manager  
Telephone: 225-578-0680  
Email: mlabor5@lsu.edu

**ARTICLE XII**  
**RELATIONSHIP OF PARTIES**

12.0 Nothing contained in this Agreement shall be construed as establishing an employer/employee, partnership, joint venture or agency relationship between Supplier and LSU. Further, this Agreement is not a lease nor is it the procurement of services from Supplier by LSU. Under the terms of this Agreement, Supplier is considered as independent Supplier.

**ARTICLE XIII**  
**ASSIGNMENT**

13.0 The Parties shall not assign this Agreement or any portion thereof, or any interest therein, shall not be assigned, transferred, conveyed, sublet or disposed of without receiving prior written consent of the other Party; provided, however, Supplier shall be permitted to assign its interest in and to the Agreement to an affiliate of subsidiary of Supplier. In the event Supplier assigns its interest in and to the Agreement to an affiliate, Supplier shall remain liable for the performance of Supplier's obligation pursuant to the Agreement. All Agreements and stipulations herein contained and all obligations assumed in the Agreement shall be binding upon the heirs, successor and assigns of the parties thereto.

This provision shall not be construed to prohibit either Party from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the non-assigning Party.

**ARTICLE XIV**  
**WAIVER**

14.0 Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of

this Agreement shall be held to be waived, modified or deleted except by the written consent of both parties.

**ARTICLE XV**  
**TAXES**

- 15.0 Any taxes, other than State and local sales and use taxes from which the University is exempt, shall be assumed to be included within the total cost shown in Article XXI Payment Terms.

**ARTICLE XVI**  
**DISCRIMINATION CLAUSE**

- 16.0 The Supplier agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and supplier agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Supplier agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Supplier, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

**ARTICLE XVII**  
**AUDIT PROVISIONS**

- 17.0 The State Legislative auditor, federal auditors and internal auditors of the State, or others so designed by the State or University, shall have the option to audit all accounts directly pertaining to the contract for a term of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours, upon prior notice, for this purpose.
- 17.1 Supplier will establish adequate internal controls and determine at such frequent intervals as may be necessary that the controls are maintained. The Supplier will provide to the University annual financial statements audited by a Certified Professional Accountant. Such audited financial statements shall specify as to whether amounts owed to University have been paid. The University reserves the right to have its representative, including the State Legislature Auditor, audit the Supplier's books, records, and other such financial documents or desired information pertaining to the Supplier's Agreement with the University. The Supplier shall provide all financial and other data according to the University's fiscal year. The University is on a monthly business cycle with a fiscal year beginning July 1 and ending on June 30.

- 17.2 Supplier shall maintain all accounting records at the on-site office in a format approved by the University. True and accurate accounting records shall be available for audit by the University at any time throughout the term of the Agreement at the on-site office and kept for a term of at least five (5) years following the end of each Agreement year.

#### **ARTICLE XVIII GOVERNING LAW**

- 18.0 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

#### **ARTICLE XIX AMENDMENTS**

- 19.0 All amendments or modifications to this Agreement must be in writing and signed by an authorized representative of each party hereto. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

#### **ARTICLE XX INSURANCE**

- 20.0 Supplier shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Suppliers, agents, representatives, or employees.

##### **Workers' Compensation**

Workers' Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana, statutory limits. Employers Liability shall be included with a minimum limit of \$1,000,000 per accident/per disease/per employee. Such insurance shall include a Waiver of Subrogation in favor of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

##### **Commercial General Liability (CGL)**

Insurance Services Office Form CG 00 01 or equivalent covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits per occurrence and \$10,000,000 aggregate. Such insurance shall include a Waiver of Subrogation in favor of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

##### **Automobile Liability**

Automobile Liability Insurance shall have a combined single limit per occurrence of \$5,000,000. ISO form number CA 00 01, or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

**Cyber Liability**

Cyber Liability coverage including third party liability coverage for privacy breach and including coverage for notification and assistance as provided by Louisiana law shall be included with a limit of \$2,000,000.

**Liquor Liability**

If the Supplier intends to sell alcohol then the Supplier prior to its sell must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol in an amount of \$5,000,000.

**Excess Insurance**

Excess Umbrella insurance may be used to meet the minimum requirements for liability insurance. If used, such insurance shall include a Waiver of Subrogation in favor of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

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

**Additional Insured Status**

Board of Supervisors of Louisiana State University and Agricultural & Mechanical College, the State of Louisiana and their employees, officers, directors, are to be included as Additional Insureds for both ongoing and completed operations on the Commercial General Liability policy, Auto Liability, Liquor Liability, and any umbrella or excess liability policies. General liability coverage can be provided in the form of an endorsement to the Supplier's insurance (at least as broad as ISO Forms CG 20 10 and CG 20 37 forms if later revisions used). Any insurance coverage (additional insured or otherwise) that Supplier provides for the Additional Insureds shall only cover insured liability assumed by Supplier in this Agreement; such insurance coverage shall not otherwise cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the Additional Insureds.

**Primary Coverage**

For any claims related to this Agreement, the Supplier's insurance coverage shall be primary insurance as respects to the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College, the State of Louisiana and their employees, officers, directors, and volunteers (collectively "University"). Any insurance or self-insurance maintained by the University shall be excess of the Supplier's insurance and shall not contribute with it.

**Waiver of Subrogation**

Both Supplier and the Additional Insureds waive all rights of recovery from each other for property damage or loss of use thereof, however occurring. The foregoing waiver does not apply to bodily injury or death claims.

**Subcontractors**

Supplier shall be responsible for verifying and maintaining the Certificates provided by each Subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The University reserves the right to request copies of Subcontractor's Certificates

at any time. Additionally, in the event applicable, Supplier shall require subcontractors to obtain Builder's Risk Insurance and Architect's Design, Errors and Omissions coverage in an amount suitable to University.

**Notice of Cancellation**

Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be delivered, applicable, in accordance with policy provisions.

**Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise acceptable to the University.

**Verification of Coverage**

Supplier shall furnish the University with certificates of insurance and amendatory endorsements evidencing the above requirements. All certificates are to be received and approved by the University before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Supplier's obligation to provide them. Failure to provide and maintain the required insurance coverage throughout the term of the Agreement shall be a material breach of the Agreement, and shall entitle University to all remedies provided for in the Agreement, any Amendment(s) thereto, or by operation of law.

**Special Risks or Circumstances**

LSU reserves the right to reasonably modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Insurance for Construction Projects and Improvements**

If at any point during the duration of the Supplier undertakes any construction projects or improvements upon the University premises, Supplier shall maintain or require its Supplier(s) to maintain the following insurance:

**Property Insurance**

Property Insurance shall be for all risk (including flood, wind, and earthquake) and provide coverage for; all Supplier owned improvements constructed for or on behalf of Lessee in the premises; all personal property, including removable trade fixtures located in the premises; all inventory; and business interruption for a period of not less than 12 months. Such insurance shall be primary and include a Waiver of Subrogation in favor of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

**Workers' Compensation**

Workers' Compensation insurance shall be in compliance with the Workers' Compensation law of the State of Louisiana, statutory limits. Employer's Liability shall be included with a limit of \$1,000,000 per accident/per disease/per employee. Such insurance shall include a Waiver of Subrogation in favor of the Board of



Supervisors of Louisiana State University and Agricultural and Mechanical College.

**Commercial General Liability (CGL)**

Commercial General Liability Insurance shall be on an Insurance Services Office Form CG 00 or equivalent covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate limit. Furthermore, such insurance shall include limits for damage to rented premises of \$500,000 and medical payments of \$5,000. Such insurance shall include a Waiver of Subrogation in favor of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

**Automobile Liability**

Automobile Liability Insurance shall have a combined single limit per occurrence of \$1,000,000. ISO form number CA 00 0 1, or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles. The employee vs employee exclusion shall be deleted. Symbol I is preferred, but if no vehicles are owned is not required. Such insurance shall include a Waiver of Subrogation in favor of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

**ARTICLE XXI**  
**PAYMENT TERMS**

- 21.0 The University will receive an initial capital investment and a gross receipts commission or guaranteed minimum financial payments (whichever is greater). In addition, an annual concession refresh funds. Further outlined below.
- 21.1 Supplier shall pay the University the percentage of Gross Receipts for each month's Gross Sales on or before the eighteenth (18) day of the month following the last day of the month in which the Gross Sales were earned. Payments will be made electronically through wire transfer and a detailed monthly statement will be emailed concurrently.
- 21.2 Supplier will furnish the University with all requested daily/weekly/monthly/annual reports to transactions, sales, etc. and other pertinent information as requested; provided, however, University gives Supplier reasonable prior written notice of all requests. All financial reports, as required by the University, will be delivered electronically to the University on or before an agreed upon date of the following monthly accounting term.
- 21.3 Defined Terms
  - 21.3.1 "CPI" shall mean the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for "All Urban Consumers" in the table entitled "Consumer Price Index: United States City Average", All

Items (1982-84=100), or any mutually agreed successor index thereto, for the year in question.

21.3.2 "Gross Receipts" shall refer to the total amount of money, gratuities, service/administrative and equipment rental charges and/or other consideration received or charged by Aramark for all sales, cash or credit (whether collected or not), made as a result of the Services provided by Supplier at the Facilities, excluding only applicable sales taxes, credit card fees, service charges for TigerCash Debit Card, all administrative charges and gratuities regardless of whether they are paid out to employees or not, and University approved Branded Royalties.

21.3.3 "Net Subcontractor Receipts" will mean the total subcontractor revenue retained by Aramark after payment of amounts due to subcontractors and applicable taxes.

21.4 Commissions

21.4.1 Except as noted below, Supplier will pay commissions to the University equal to a percentage of Gross Receipts (as defined above) as set forth below.

<u>Football and Baseball</u>	<u>Rate</u>
\$0 - \$2,000,000	45.0% (on the increment)
\$2,000,001 - \$4,000,000	47.0% (on the increment)
\$4,000,001 - \$6,500,000	49.0% (on the increment)
\$6,500,001 - and up	52.0% (on the increment)
<u>All Other Sports</u>	<u>Rate</u>
\$0 - and up	45.0% (on the increment)

Third Party Subcontractors (all venues)	
Other Subcontractor's Receipts	50.0% **
Alcohol	45.0% ***

\*\* Net Receipts after Subcontractor payout

\*\*\* Commission is based on net receipts from sale of Alcohol.

21.4.2 Commission Advance: Prior to the start of the commencement date of Year 1, Supplier will advance the University \$1,500,000 towards the commissions for that upcoming year.

21.4.3 CPI Adjustments: All Gross Receipts tier levels for the applicable commission tiers above will be adjusted upward (if applicable) at the end of each contract year according to the applicable CPI.

- 21.4.4 Commission Guarantee: For each full contract year, Supplier agrees to pay the greater of the commissions as detailed above, or \$2,400,000 ("**Commission Guarantee**"), provided that there is no substantial disruption that would prevent Supplier from providing Service and/or the schedule and attendance for University athletic events is similar to recent history, including a minimum of 6 home regular season football games at Tiger Stadium (not including the Spring game), 16 Men's basketball games and 15 Women's basketball games at the Pete Maravich Center, and 38 baseball games at Alex Box Stadium.
- 21.5 Capital Innovation Reserve: Supplier will provide a Capital Innovation Reserve fund of 1.0% of Gross Receipts to be used on agreed upon projects by the University and Supplier.
- 21.6 Incentive: Supplier will contribute \$25,000 annually to a scholarship fund mutually agreed upon by the University and Supplier.

**ARTICLE XXII**  
**LIMITATION OF DAMAGES; NON-RECOURSE**

- 22.0 In no event shall either party be liable to the other for consequential, incidental, indirect, punitive or special damages, including, without limitation, loss of profit, business, or goodwill, even if such party has been advised, knew, or should have known of the likelihood or possibility of such damages occurring. Accordingly, neither party shall be entitled to seek, claim, or collect damages in excess of the actual and direct damages actually incurred or sustained by such party pursuant to this Agreement. In the enforcement of its rights and remedies under this Agreement, each of the parties hereto agrees that it shall not seek, enter or enforce any personal judgment against any stockholder, member, general or limited partner, director, officer, employee or principal, disclosed or undisclosed, of the other party or any of the other party's affiliates (or any of their respective successors and assigns) and shall look only to the assets of the other party and its successors and assigns.

**Article XXIII**  
**UNIVERSITY NAME AND LOGO USE**

- 23.0 The Supplier agrees that it will not advertise nor promote any connection with the University, the University Board of Supervisors or use any identifying marks or property nor make representation, either expressed or implied, as to the University's promotion or endorsement of the Supplier unless it has received prior written consent from the University.
- 23.1 University grants supplier to operate said venues and events as "LSU Tiger Concessions"

23.2 Neither Supplier nor University shall disclose the terms of this Agreement to any other person or entity outside its organization other than as required by law. Neither Client nor Supplier and its Affiliates shall, without the other Party's consent, use the other Party's name, logo, trademark or otherwise refer to or identify the other Party in any publicity matters relating to the Services. Notwithstanding the foregoing, both Parties and their respective Affiliates may, without prior consent of the other Party, use that Party's name or logo and the existence of this Agreement in connection with earnings calls or similar matters with their respective investors or analysts as well as communications to prospective clients (if applicable) and for use in such Party's marketing materials.

**ARTICLE XXIV**  
**ATHLETICS FACILITY NAME CHANGE**

24.0 If the name of the Athletics Facility is changed or any logo for the teams at the Athletics Facilities for which Supplier has logoed merchandise changes, the University shall reimburse Supplier for all reasonable costs and expenses incurred by Supplier as a consequence thereof, including, without limitation, the cost of replacing logoed merchandise, signage, stationery and inventory rendered obsolete by such name and/or logo change. The University agrees to notify Supplier immediately upon any change and to work with Supplier to use commercially appropriate techniques for liquidating all merchandise, supplies and products to be rendered obsolete by such change. If the name of the Athletics Facility is changed or any logo for the teams at the Athletics Facilities for which Supplier has logoed merchandise changes, the University shall reimburse Supplier for all reasonable costs and expenses incurred by Supplier as a consequence thereof, including, without limitation, the cost of replacing logoed merchandise, signage, stationery and inventory rendered obsolete by such name and/or logo change. The University agrees to notify Supplier immediately upon any change and to work with Supplier to use commercially appropriate techniques for liquidating all merchandise, supplies and products to be rendered obsolete by such change.

**ARTICLE XXV**  
**CASUALTY LOSS**

25.0 In the event the Athletics Facility or any part thereof is partially destroyed by fire or other casualty and such partial destruction materially affects the ability of Supplier to provide the Concessions, the University shall exercise its best efforts to restore such damaged portions of the Concession Premises, such that the Concessions may be resumed as promptly as possible. If complete operation of the Athletics Facility must be suspended due to fire or other casualty and full operation is not resumed within ninety (90) days from the date of such suspension, Supplier shall have the right to terminate this Agreement by providing the University with sixty (60) days' prior written notice of its intention to

do so and the University shall pay or cause to be paid to Supplier the Termination Payment as provided in Article VII hereof.

**ARTICLE XXVI**  
**NON-SOLICITATION**

- 26.0 The University hereby expressly agrees that during the Term (including any extensions thereof) and for a term of twenty-four (24) months following either the expiration or earlier termination of this Agreement, neither the University, nor any other food or beverage service operator or concessionaire providing food and beverages, in, to, or for any areas of the Athletics Facility, nor any of their respective affiliates, related entities or individuals shall directly or indirectly solicit, hire, offer to hire or employ any former or current salaried or management level employee of Supplier or its partners (including, but not limited to, Supplier's current or former general manager, chefs, sous chefs, and the manager of the various areas of the Concession Premises) to work in or in connection with the Athletics Facility or the Concession Premises as a consultant, employee, independent contractor or otherwise in any other capacity without Supplier's prior written approval, which approval can be granted or denied in Supplier's sole and absolute discretion. The provision of this Section shall survive the termination of this Agreement for any reason.

**ARTICLE XXVII**  
**ORDER OF PRECEDENCE AND ENTIRE AGREEMENT**

- 27.0 Agreement, (together with the Attachments and any exhibits specifically incorporated herein by reference) constitutes the entire Contract between the parties with respect to the subject matter.

This Agreement, University SFO #0000000113, suppliers Best and Final Response to SFO; Suppliers Response and Suppliers other submissions, represent the entire agreement between the parties and supersedes any and all prior agreements. In the event any conflict between the documents which constitute this Agreement should arise, the following order of precedence shall apply:

- (a) This Agreement;
- (b) University's SFO - 0000000113, dated November 15, 2016;
- (c) Suppliers Best and Final Response to SFO;
- (d) Suppliers Response to SFO and other submissions.

THUS DONE AND SIGNED by LSU in triplicate originals as of the \_\_\_\_\_ day of \_\_\_\_\_ 201\_, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereto.

WITNESSES as to LSU:

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

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
F. King Alexander, President

THUS DONE AND SIGNED by Supplier in triplicate originals as of the \_\_\_\_\_ day of \_\_\_\_\_ 201\_, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereto.

WITNESSES as to  
ARAMARK SPORTS AND  
ENTERTAINMENT SERVICES, LLC:

ARAMARK SPORTS AND  
ENTERTAINMENT  
SERVICES, LLC

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**Exhibit D: Key Performance Indicators**

No.	Category	Description	Metric/Measurement	Calculation Definition	Data Source	Period	Associated Fee	Achieved Target	Achievement	Comments
1	Revenue Generation	Per cap increase using methods other than price increases	Percentage of net per cap increases supported by methods other than price increases. Per cap will be calculated only for events, trade events and exclude special events	Final per cap increases will be normalized to remove price increases and adjusted for expansion of promotions that can have a negative impact on per cap (example is \$1 hot dogs). Flat per cap would be scored a 5. For each 1.0% increase you would deduct -1 point and for every 1.0% decrease you would deduct -1 point below 5. Score minimum is 0 and maximum of 10.	Commission Statement	Annually	\$ 7,500			
2	Fan Experience	Provide superior fan experience and customer service	Total customer satisfaction (related to food and beverage) service score using agreed upon survey to include voice of consumer, emailed fan survey, independent mystery shop program	Establish baseline benchmark for each survey segment with 5 being neutral. For each 2.0% increase you would deduct -1 point and for every 2.0% decrease you would deduct -1 point below 5. Score maximum is 0 and maximum of 10.	Your Voice Counts, Fan Survey and Mystery Shop	Annually	\$ 7,500			
3	Innovation - Analytics	Use of data analytics and business intelligence to support decision making related to product selection, offerings and pricing	Evidence of use of analytics used in decision making related to product selection, offerings, pricing recommendations	100% compliance will result in a 10.95% compliance will result in 7.5, 90% as 5, 85% as 4.25 and below 85% as 0. A score of 5 would result in no payout.	Data will be pulled from POS, Win Aves, Fan Feedback, final menu variety, etc. and presented in business reviews	Annually	\$ 2,500			
4	Innovation - Menu and Food Products	Menu innovation and introducing new products to offer continued variety. Focused attention on incorporating flavors from Louisiana cuisine	Analysis of units sold each year to determine what products should stay on the menu and what needs to be removed. Culinary planning to present new menu items each season based on national and current trends	Based on targets of new menu items which will be evaluated each year based on needs for new product.	Units Sold, New menu offerings	Annually	\$ 2,500			
5	Quality - Food Quality	Survey Scored for baseline in food quality	Voice of consumer and emailed fan survey with regards to food quality	Establish baseline benchmark for each survey segment with 5 being neutral. For each 2.0% increase you would score +1 point above 5 and for every 2.0% decrease you would deduct -1 point below 5. Score minimum is 0 and maximum of 10.	Voice of Consumer and Emailed Fan Survey	Annually	\$ 5,000			



## Request from LSU Health Care Services Division for Approval to Sell Property in Baton Rouge to the Capital Area Transit System

**To: Members of the Board of Supervisors**

**Date: May 5, 2017**

This is a significant board matter pursuant to Bylaws Art. VII, Section 9:

A.2. Transfer of Title to Immovable Property

### **1. Summary of Matter**

The LSU Health Care Services Division (HCSD) requests approval by the Board of Supervisors to sell property adjacent to its administrative and business office facility in north Baton Rouge (the former K-Mart building) to the Capital Area Transit System (CATS) for its fair market appraised value.

HCSD acquired this property in 2008 with a capital outlay appropriation from the State. The property was initially acquired in anticipation of the location of a health clinic at the site of the former K-Mart building adjacent to this tract. The former K-Mart building is now used as administrative offices for HCSD. The tract was to be used for parking at that clinic; it is no longer needed for that purpose. There are no improvements on this tract of land.

CATS will use the property, along with some adjoining property, to construct a new transit hub in North Baton Rouge. In April 2014, CATS significantly expanded its service, adjusting 19 of 20 current routes and adding 10 extra routes utilizing a modified hub and spoke distribution model. The expansion also identified a need for various transfer points in strategic locations throughout the new service area including North Baton Rouge. A transit center on this property will be an economic driver for the North Baton Rouge community. CATS strategy for this property includes a significant investment for the hub location, including an enhanced customer service experience with comfort stations, a circular transfer point for our buses, retail space addressing the food desert concern, community rooms and parking.

HCSD is seeking Board approval to sell this tract of land to CATS, which is a political subdivision of the state of Louisiana, at the appraised value.

### **2. Review of Business Plan**

Under state law, because this tract of land was acquired with a capital outlay appropriation, any funds received from the sale must be returned to the state. HCSD will ask the state to return the funds received from the sale back to HCSD to be used to address deferred maintenance issues.

### **3. Fiscal Impact**

The property has been appraised at \$235,000. It was initially acquired for \$184,500.

The former Kmart facility was renovated to accommodate the Administrative and Business office of the HCSD Care Services Division at a cost of \$2.1M. The renovation was an interior renovation that did not include the replacement of the roof. Roof leaks have developed since HCSD occupied the building more



than one year ago. A capital outlay request was submitted to replace the roof but to date no funding has been provided. LSU will request that these funds be used to offset the cost of replacing the roof.

#### **4. Description of Competitive Process**

Because this is a sale to another governmental entity, no competitive process will be utilized. A statute may require offering the property to the individuals who initially sold it to the state; this issue will be resolved before execution of any agreements.

#### **5. Review of Legal Documents**

LSU outside counsel is preparing an appropriate Act of Sale and other paperwork. Prior to execution by the President, those documents will be reviewed by the LSU Office of Real Estate, Public Partnerships, and Compliance as well as the Office of General Counsel. Other legal issues associated with the proposed transaction are being reviewed and will be resolved before execution of any documents.

#### **6. Parties of Interest**

LSU Health Care Services Division, State Division of Administration, and Capital Area Transit System.

#### **7. Related Transactions**

None.

#### **8. Conflicts of Interest**

None.

#### **ATTACHMENTS**

- I. Property Diagram
- II. Letter from HCSD Deputy CEO Lanette Buie
- III. Site concept plans from CATS

#### **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes Dr. F. King Alexander, President of Louisiana State University, or his designee to:

1. Request the Division of Administration to approve the sale of the LSU Health Care Services Division property located at 5275 Airline Highway, Baton Rouge, to the Capital Area Transit System in accordance with all applicable laws; and
2. Request the Division of Administration to deliver the net sales proceeds to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College for the benefit of the LSU Health Care Services Division be used for deferred maintenance issues.

**BE IT FURTHER RESOLVED** That said Dr. F. King Alexander, President of LSU be authorized to sell to Capital Area Transit System a certain tract or parcel of ground located in a subdivision known as Addition to Suburb Loudon and being described as Tract G, less and except the Northern 1.17 acres thereof, as said parcel is depicted on Attachment 1 hereto, and that President Alexander be authorized to execute an

act of cash sale and any and all other documents necessary to accomplish the transaction and to include in such act of cash sale or other documents any terms and conditions as he deems to be in the best interest of the LSU Board of Supervisors.

Attachment I – Diagram of HCSD Property





April 17, 2017

Dr. F. King Alexander  
LSU President  
3810 West Lakeshore Drive  
Baton Rouge, LA 70808

**RE: Request for approval to sell property in Baton Rouge to the Capital Area Transit System**

LSU Health Care Services Division is requesting approval from the Board of Supervisors for the sale of property to the Capital Area Transit System (CATS) in Baton Rouge, Louisiana. The sale consists of a single parcel of land, currently unused, shown in the attached diagram. The LSU Health Care Services Division does not have any planned future use for the property.

It is requested that the resolution and the accompanying documents be forwarded to the Board of Supervisors for placement on their May 5, 2017 meeting agenda.

Please do hesitate to contact me should you require additional information.

Sincerely,

A handwritten signature in blue ink that reads "Lanette Buie". The signature is written in a cursive, flowing style.

Lanette Buie  
Deputy Chief Executive Officer







## Request from LSU A&M to Authorize the President to Execute Agreements for the Development of the Greenhouse District

**To: Members of the Board of Supervisors**

**Date: May 5, 2017**

This is a significant board matter pursuant to Article VII, Section 8 of the Board's 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.

### 1. Summary of the Matter

Since 2012, LSU has been planning for the revitalization of LSU's student housing through a multi-phased initiative using a public-private partnership development model. The Nicholson Gateway Project (NGP-1), the first phase of the initiative, was approved by the Board in May 2016 and is currently under construction. The remainder of the initiative will be called the Greenhouse District Project (which was called the "Replacement Housing Project" in the May 2016 Board report for NGP-1), since most of the replacement housing constructed will be on land currently occupied by greenhouses operated for research and educational purposes by the LSU AgCenter.

The Greenhouse District Project (GDP) will itself be conducted in at least two phases, GDP-2 and GDP-3. Only GDP-2 is being presented for approval by the Board at this time. Planning for GDP-3 will continue, and it will be brought to the Board for approval at the appropriate time.

GDP-2 will construct a new, 405-bed residence hall for first-year students, demolish the aging, unsightly Kirby-Smith residence hall, renovate LSU's historic Evangeline and Highland Halls, and relocate the LSU AgCenter greenhouses to allow for future construction of new residence halls as part of GDP-3.

#### *GDP-2 at a Glance*

- 695 new or renovated on-campus student beds
  - 405 beds in Cedar Hall, a new first-year residence hall
  - 165 beds in Evangeline Hall, a renovated first-year residence hall
  - 112 beds in Highland Hall, a renovated first-year residence hall
- Demolition of Kirby-Smith Hall (577 beds)
- Development of new AgCenter greenhouses on Ben Hur Road
- Minor renovations to AgCenter greenhouses on Gourrier Ave.
- Demolition of the existing AgCenter greenhouses from their current site near the University Recreation Center to provide a location for the development of GDP-3
- \$83 million development cost (inclusive of construction cost, but not including cost of issuance)

*All figures are approximate, based on current estimates and design, and are subject to change. Detailed designs are still being prepared; final costs will be based on final designs. A Guaranteed Maximum Price will be agreed before the contracts are executed; the GMP is expected by September 11, 2017.*

As anticipated, the legal agreements and deal structure for GDP-2 will be essentially the same as for NGP-1, Nicholson Gateway. Bonds for the development will be issued by an independent non-profit company through the Louisiana Public Facilities Authority to fund the project. The bonds will be secured by a lease agreement between LSU and the non-profit. Funds to repay the bonds and operate the facilities will ultimately come from rent paid by students who choose to live on campus.

There will be some minor differences between this development and NGP-1. Now that the LSU Real Estate and Facilities Foundation (REFF) has been created, it is the most appropriate affiliated entity to carry out these transactions for the benefit of LSU, so a special-purpose entity created by the REFF will take the place of the special-purpose entity created by the LSU Property Foundation that was used in NGP-1. There will be no retail component in the GDP-2 housing. Ownership and operation of the AgCenter facilities being constructed or renovated with this project will remain with LSU itself once they are completed; those facilities will not be physically maintained or operated by the developer, as is the case with the residential housing facilities. Finally, there is no Cooperative Endeavor Agreement component to GDP-2, because there will be no transfer of funds from LSU to any affiliated Foundation such as with NGP-1.

The legal agreements and financing for GDP-2 are expected to close in late September, 2017, assuming approval by all required state agencies.

### *GDP-3*

The next phase of the initiative, GDP-3, will involve development of about 2,000 beds of housing near the University Recreation Center, followed by the demolition of a number of existing housing facilities. Currently projected for demolition are:

- Acadian Hall Extension
- Broussard Hall
- Herget Hall
- McVoy Hall
- Miller Hall

This list will be evaluated further as planning for GDP-3 continues. LSU may need to keep one or more of these halls, transferring them out of the housing auxiliary to satisfy university needs for office and academic space.

All parties involved are engaged in programming efforts for GDP-3 at this time, including financial projections. The current plan is to have financial close and begin construction on GDP-3 in May 2019. However, that date is subject to change as LSU continues to evaluate interest rates, construction costs, and other factors. Physical and financial conditions may also require GDP-3 to proceed in multiple sub-phases closing at different times.

### *Private Partner*

The Master Developer for the entire initiative, including both the Nicholson Gateway Project and what is now called the Greenhouse District Project, was selected by the LSU Property Foundation and approved by this Board following a highly competitive process adopted and implemented by the LSU Property Foundation pursuant to the Nicholson Gateway Intent to Lease Agreement approved by the Board in October 2014. Throughout the development of both Nicholson Gateway and the Greenhouse District Projects, the LSU Property Foundation and now the REFF have engaged the services of the joint venture of Brailsford & Dunlavey (B&D) and CSRS to provide project management and development advisor support. B&D/CSRS was likewise selected as the advisor for all phases of the overall initiative pursuant to a highly competitive process adopted and implemented by the LSU Property Foundation.

**RISE: A Real Estate Company** ([risere.com](http://risere.com)) is the Master Developer for the Nicholson Gateway project and, assuming approval by the Board, will remain as the Master Developer for the Greenhouse District. RISE, formerly known as Ambling, has over 20 years of experience in developing over \$2.3



billion in campus and multi-family housing and other developments. RISE primarily serves as a developer and long-term partner in the operation of the facilities it develops with its clients. Its portfolio currently includes over 41,000 beds, 7,600 parking spaces, 227,000 sf of retail, and 4,000 dining seats. It has projects in 21 states, including 16 facilities in Louisiana. University clients include University of Maryland, Appalachian State, Old Dominion, University of Georgia, Georgia State, Texas Tech, Grambling, Southern, McNeese, University of Louisiana - Lafayette, and many others.

RISE has selected a number of major subcontractors for this project, most of them Louisiana-based. They include the **Lemoine Company** for construction of Cedar Hall, **Niles Bolton & Associates**, a national firm, and **Remson Haley Herpin**, a Louisiana firm, as architects, **RBC Capital Markets**, a leading international bank, as financial adviser, and **Provident Resources Group**, a Louisiana-based firm that is the national leader in providing non-profit management services for public-private partnerships. RISE is also currently evaluating additional local architects and contractors to be responsible for components of GDP-2 and GDP-3, including the renovations to Evangeline and Highland Halls and the design and construction of the new AgCenter greenhouses.

### *Benefits to LSU*

The Greenhouse District Project will allow LSU to substantially accelerate the replacement of some of LSU's older housing units. Current plans, relying on traditional state processes, would require LSU to wait 5 to 10 years to begin to accomplish this. For example, under LSU's current housing master plan, LSU is not scheduled to replace Kirby-Smith Hall until 2027. Under GDP-2, Cedar Hall will open near the Kirby-Smith site in Fall 2019, and demolition of Kirby-Smith will begin at that time. This acceleration is expected to reduce the interest rate and construction cost risks faced by LSU.

As it did with Nicholson Gateway, this model allows LSU to retain control of one of its core functions, providing housing and residential life services to students wanting to live on-campus, while transferring to the private sector the physical operation, repair, and maintenance functions that are not core to LSU's mission. From the students' perspective, these will simply be LSU housing units, indistinguishable in function from LSU's other residence halls. LSU will make room assignments and provide the Resident Assistants and other student life staff and amenities.

### *Risks*

LSU is transferring a number of risks to the private sector through this public-private partnership arrangement. However, to maximize the potential financial returns, LSU is also retaining key risks. Based on extensive analysis by the Foundation, B&D, RISE, and LSU, the University believes these risks are remote and unlikely to occur.

LSU bears *occupancy risk*. If demand for these units falls short of projections, LSU will still be responsible for paying the debt service and operating costs associated with the buildings.

LSU shares *completion risk* with RISE and the Foundation. If the various components of GDP-2 do not open on schedule, students who reserve spaces in the new or renovated housing units will have to be provided alternative housing in existing residence halls, and demolition of those older halls will be delayed. Depending on the length of the delays, LSU may have to provide rent discounts to students who reserved a room in a new hall if they were required to live in an older hall for an extended period of time. Because no existing housing will be demolished until the replacement housing is constructed, there is no significant risk that students would be forced to live in hotel rooms or off-campus apartments as the result of any construction delays. Because the value of the damages to LSU in the event of a construction completion delay would be difficult to calculate, LSU will require RISE to agree on a liquidated damages amount that will be owed if a building is not completed on time. If the buildings fail to open on time due to the fault of RISE or its contractors, RISE will be responsible for

paying the agreed amount of liquidated damages. The precise amount is still being negotiated, but the liquidated damages amount is anticipated to be no less than the amount routinely used in state construction contracts.

### *Operations and Maintenance*

Both routine and long-term maintenance, operation, and repairs of the housing buildings (Cedar Hall and the renovated Evangeline and Highland Halls) will be the responsibility of RISE. Quality standards and performance metrics will be established in a Facilities Operation & Maintenance Agreement (FOMA). All plans, specifications, and performance standards must be approved by LSU, and LSU will be required to approve all expenditures from the long-term Maintenance Reserve Account established for that purpose in accordance with Board of Regents policy. The FOMA will contain performance standards that RISE must meet.

RISE's operations and maintenance obligations will be paid for through the FOMA. A specific budget and the annual payments for those services will be negotiated each year, within a framework (and with appropriate fee caps and inflation escalators) established by the Facilities Lease and other agreements. An advisory committee of Foundation, LSU and RISE representatives will meet regularly to ensure smooth coordination of operations. Engineering evaluations of the buildings will be conducted regularly over the term of the lease to ensure the facilities remain in sound condition and are being maintained as required by the agreements.

### *Parking*

Because GDP-2 involves replacements of or renovations to existing housing, only limited parking will be created by the project to maintain the existing parking ratios. The project will include renovation of some existing parking spaces. No parking garage is required.

### *Game Day*

The project will have only a slight impact on the Game Day experience. The project will not impact any paid or reserved game-day parking. It will impact the amount of unpaid, unreserved game-day parking available in the Kirby-Smith lot, due to the construction of Cedar Hall. The improved pedestrian pathways and green spaces with the demolition of Kirby-Smith will also enhance the game day experience for fans who park in that area.

### *Timetable*

In order for Cedar Hall to open in Fall 2019, construction must start in October 2017. Following is the anticipated schedule for all components of GDP-2. For Evangeline and Highland Halls, the plan is that Evangeline be completed by the winter break between the Fall 2018 and Spring 2019 semesters. After the break, students who had been living in Highland Hall will move back into Evangeline, and the renovations to Highland will begin. Both halls have similar capacity.

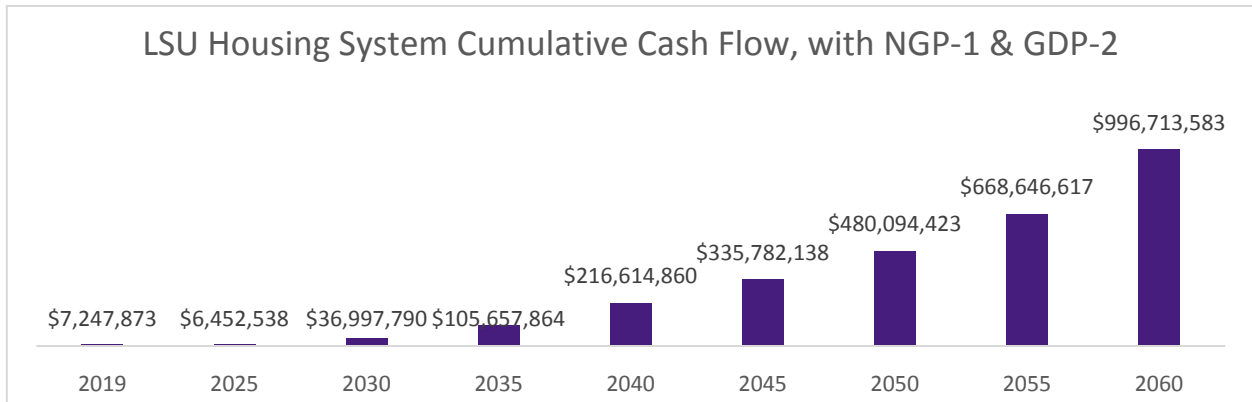
- Cedar Hall – start construction Fall 2017, open Fall 2019
- Evangeline Hall – start renovations Fall 2017, open Spring 2019
- Highland Hall – start renovations Spring 2019, open Fall 2020
- New AgCenter greenhouses at Ben Hur – start construction Fall 2017, open Fall 2018
- Existing AgCenter greenhouses demolished Fall 2018
- Kirby-Smith hall start demolition Fall 2019, complete Spring 2020

LSU expects to seek approval from the state as shown:

- May 5 LSU Board of Supervisors
- May 24 Louisiana Board of Regents
- June 1 Submit to Joint Legislative Committee on the Budget
- June 20 Submit to Louisiana State Bond Commission
- July 20 State Bond Commission (JLCB usually held on same day or near date)

**2. Review of Business Plan**

Current projections are that GDP-2 will have a total development cost of approximately \$83 million (including construction costs estimated at \$63 million), not including costs of issuance for the bonds. Prior to execution of the agreements, RISE will provide a Guaranteed Maximum Price which will be included in the Development Agreement. The total development cost will be financed with bonds issued by Provident Group – Flagship Properties, LLC (“Provident Flagship”) through the Louisiana Public Facilities Authority, payable solely from LSU’s Auxiliary Revenues through the Facilities Lease pursuant to which LSU will lease the completed student housing buildings. LSU will pay rent to Provident Flagship. The Facilities Lease is triple net to LSU and rent will be sufficient to cover: (1) debt service, (2) operations and maintenance services contracted to RISE in the FOMA, and (3) required maintenance reserve accounts.



This chart shows the projected cumulative net cash flow of the entire LSU housing system, including NGP-1 and GDP-2. As noted in the May 2016 report to the Board on Nicholson Gateway, the goal of the Greenhouse District Project is to improve the residential life experience for LSU students by modernizing facilities. The analysis is therefore not whether the project will bring in new revenues to LSU, but whether the already-planned housing master plan renovations and replacements of older halls can be accelerated while maintaining the overall financial stability of the LSU housing system. This accelerated schedule will actually result in a short-term reduction in net cash flow, because many of the older units being replaced are currently debt-free and thus contribute substantially to the cash flow of the existing housing system. However, accelerating the replacement of this older housing will provide significant long term benefits to LSU.

Again, this chart shows net cash flow after payment of debt service and all operating expenses of the Nicholson Gateway and the components of GDP-2, which include the construction of Cedar Hall, renovation of Highland and Evangeline Halls, relocation of the AgCenter greenhouse, and demolition of Kirby-Smith. The detailed *pro forma* shows that the cash flow of GDP-2 standing alone is negative for most of the 40-year time period. This is entirely expected, for two reasons. First, the LSU housing system has always subsidized the early years of operations of each new housing facility constructed. This allows the initial heavy debt payments to be spread across LSU’s entire housing stock, keeping rents lower than could otherwise be provided if each building had to carry itself entirely upon opening. Second, about 20% of the total development cost for GDP-2 is devoted to relocation of the AgCenter greenhouses and the demolition of Kirby-Smith Hall. The relocation of the greenhouses

provides no revenue to the housing system and no benefit to this particular phase of the larger initiative, but relocating the greenhouses now is essential to allow for construction of the 2,000 beds that will make up GDP-3.

Through 2060, which is when the last of the three 40-year leases anticipated for the Nicholson Gateway and Greenhouse District will end, this results in a projected cumulative net cash flow of just under \$1 billion. This final figure is unlikely to be realized, as other housing units that are relatively young now may need to be replaced 20 or 30 years from now which will reduce long-term cash flow, but the projections demonstrate that LSU will have substantial financial capacity to meet those needs. Together, the Nicholson Gateway and Greenhouse District Projects should meet much of LSU's major housing capital improvement need for the next 15 to 20 years, and LSU will likely use this public-private development model to meet the rest of its capital improvement needs in that time period.

A detailed financial *pro forma*, from which these numbers are taken, is included with the REFF Project Management Committee Report provided as Attachment III. This shows the projected annual revenues, operating expenses (including maintenance reserve contributions and the annual university overhead contribution assessed on the housing auxiliary), net operating income, debt service, debt service coverage ratio, and net cash flow through 2060. Note that the leases for each phase of the larger program will be for 40 years each, but because they will be starting in different years, the last lease will not terminate until 2060.

#### *Assumptions*

The *pro forma* discussed in this section rely on key assumptions that may still change. This section lists a few of the most significant assumptions. These assumptions are based on extensive research, analysis, and experience from both RISE and LSU, and LSU believes they are the most realistic projections for the project. While not presented in this submission, RISE has made projections with several modifications to these assumptions to model more pessimistic assumptions, and the project will remain financially viable within a relatively broad range of these assumptions.

*MRA:* The Board of Regents, which must approve these leases, requires new construction to establish a Maintenance Reserve Account (MRA) to fund expected capital repairs and replacements over the life of the building. Under normal Board of Regents rules, this would require an annual payment of 1.5% of construction costs into the MRA, which is expected to be far more than is necessary to properly maintain the buildings, due to LSU's stringent construction requirements. However, Regents policy allows LSU to ask for a waiver for a smaller MRA if LSU can show that the capital improvements costs can be met with a smaller MRA. LSU is working closely with RISE to prepare a detailed matrix of the expected capital costs to justify such a waiver. The attached *pro formas* assume a \$385 per bed annual payment, which is the amount approved by the Board of Regents for Nicholson Gateway.

*Occupancy:* The *pro formas* assume a 95% occupancy rate for the academic year, with summer revenue projected for about 50% of the beds. The buildings will be used to support the summer conference program and some limited summer school outside of the fall and spring semesters of the academic year.

*Rents:* The *pro formas* are based on rates currently believed to be competitive in the market place, given the highly desirable location of the housing. Rents vary based on unit type and projections include a 3% annual escalation. Actual rates will be set by LSU and will be adjusted over time based on market conditions, financial needs of the housing system, and other factors.

### 3. Fiscal Impact, Including Credit Impact and LSU’s Bond Obligations

As noted above, financing will be through tax-exempt bonds issued by a private 501(c)(3) organization through the LPFA. The bonds will be secured by LSU’s obligations under the Facilities Lease with that 501(c)(3). LSU’s monetary obligations under the Facilities Lease will be payable solely from auxiliary revenues of the University and will be expressly subordinate to LSU’s existing auxiliary revenue bond obligations. This will allow the bonds to be rated just below LSU’s auxiliary revenue bonds. RISE’s financial partner, RBC, anticipates that the bonds may be rated A3/A, with a bond yield of 4.70%.

This financing arrangement will result in the lowest possible interest rate for the project, but this also means that the debt will be on LSU’s books, just as it would be if LSU continued its existing, traditional plans for constructing the replacement housing. LSU, the REFF, and RBC have conducted detailed analysis to ensure that LSU’s auxiliary enterprises have ample capacity to absorb this debt load and stay well above the minimum debt coverage ratio of 1.75 required by LSU’s General Bond Resolution.

The table below shows the debt coverage level of LSU’s Auxiliary Revenue system, at every 5 years through the life of the proposed project. Because the leases for Nicholson Gateway and this project will be subordinate to the debt owed under LSU’s outstanding auxiliary revenue bonds, the NGP-1 and GDP-2 debt is not included in the calculation of the senior gross debt service ratio for the General Bond Obligation. To take an appropriately conservative approach, LSU and RISE have also evaluated what the gross debt coverage ratio would be if these debts were included in the calculation (shown below as “Subordinate Debt Ratio”). Note that the 1.75 requirement is a gross coverage requirement, before expenses. The debt coverage ratio shown for NGP-1, GDP-2, and the adjusted housing system in the attached *pro forma* does not show the gross coverage, but instead shows the net coverage, after all expenses except MRA contributions and the funds transfer to the LSU Foundation for the Nicholson Gateway Project are accounted for.

	2019	2025	2030	2035	2040	2045	2050	2055	2060
Senior Gross Debt Ratio	8.79	10.73	13.26	19.93	40.40	N/A	N/A	N/A	N/A
Subordinate Debt Ratio	5.07	3.39	3.93	4.60	5.26	4.36	4.76	5.16	11.32

This is consistent with LSU’s debt expectations for its existing housing master plan. LSU was already planning to incur this level of debt over the next 15 years; this development only accelerates the process, which will benefit LSU by reducing interest rate and construction cost risk and improving its student housing facilities faster.

LSU’s outside counsel and lawyers for a variety of underwriters and other entities with an interest in LSU’s bond obligations have been and will remain involved in reviewing the various lease and other agreements involved with this project. RISE has also selected the national law firm of Kutak Rock to review the proposed transaction and LSU’s Auxiliary Revenue Bond Obligations under the General Bond Resolution and provide this Board with a written opinion that the execution and delivery of the Facilities Lease by LSU will not violate the provisions of the General Bond Resolution, just as they did with Nicholson Gateway. Prior to execution of the various agreements proposed, the President will have, and share with this Board, written opinions from LSU’s outside counsel, Kutak Rock, and others that the proposed agreements do not conflict with LSU’s General Bond Obligations.

#### **4. Description of Competitive Process**

The history of the project and the extensive competitive process used to select RISE as the Master Developer is set forth in the Project Management Committee Report submitted by the LSU Real Estate and Facilities Foundation, Attachment III. The basic deal structure and key business terms remain essentially unchanged from that approved by this Board for the Nicholson Gateway Project, NGP-1.

The Project Management Committee formed by the REFF pursuant to the Greenhouse District Project Intent to Lease Agreement worked closely with B&D/CSRS and LSU staff to negotiate the final terms of the specific agreements for the development of GDP-2. As noted above, these agreements are very similar to the NGP-1 agreements, as was anticipated when those agreements were initially drafted.

#### **5. Review of Legal Documents**

Legal documents have been drafted and are being reviewed by: (1) LSU outside counsel Tracy Morganti of Adams & Reese, (2) LSU Office of Real Estate, Public Partnerships, & Compliance Assistant Vice President Patrick Martin, (3) LSU Foundation General Counsel Leu Anne Greco, and (4) LSU General Counsel Tom Skinner. Counsel for RISE and its contractors, including Provident Resources Group and expected bond underwriters have also participated in drafting and review of the agreements. The law firm of Becker & Poliakoff, national leaders in public-private partnership contracts, drafted the basic form of the documents as part of their work for the LSU Property Foundation for NGP-1.

The draft agreements are still being finalized; preliminary versions will be transmitted to the Board separately by the General Counsel to preserve attorney-client privilege. Even a few significant terms, such as liquidated damages, are still being negotiated between the parties, as LSU, the Foundation and RISE explore the most cost-effective ways to meet LSU's requirements and protect its interests. The specific language shown in the draft agreements provided will change before the agreements are executed, and are likely to change even before they are submitted to other, external state reviewing authorities. Key financial terms will not be set until much closer to closing, including the expected interest rates and the Guaranteed Maximum Price for construction.

Under the agreements, the liability of both Greenhouse District Project LLC ("GDP LLC"), the REFF's subsidiary) and Provident Group – Flagship Properties, LLC (an independent non-profit, tax exempt entity formed and managed by Provident Resources Group, hereafter "Provident Flagship") are limited to passing through liabilities and obligations of RISE and LSU, except to the extent caused by the actual negligence of those two entities themselves for the specific services they are providing directly (for example, if Provident Flagship failed to maintain its 501(c)(3) status or carry out its compliance management functions). Obligations owed by RISE generally pass through Provident Flagship and GDP LLC to LSU. Payments owed by LSU pass through Provident Flagship to RISE (debt service payments will be made directly by LSU to the Bond Trustee), except for the modest amount required to pay Provident Flagship's own management fees. There is a mechanism to require Provident Flagship to change its contractor for operation and maintenance services under certain circumstances, but the expectation is that this is a long-term agreement with RISE.

Similarly, each entity is generally required to obtain the approval of the entity from which it derives its rights and obligations in this project before moving forward, with ultimate review and approvals flowing down to LSU. For example, any modifications to the construction plans and specifications that RISE proposes during the course of construction must be approved by Provident Flagship under the Development Agreement, which must obtain the approval of GDP LLC under the Ground Sublease, which must obtain the approval of LSU under the Ground Lease. In making the required

approvals, both Provident Flagship and GDP LLC are only responsible for obtaining the approvals of the parties below them in the chain, and will not be independently reviewing or vouching for any documents or plans being approved, except in certain specified circumstances.

The primary legal agreements for this proposed transaction and the related parties for each are summarized below:

- **Ground Lease.** *Parties: LSU and GDP LLC, a wholly-owned subsidiary of the REFF.* Leases the land to GDP LLC. Authorizes and requires GDP LLC to enter into the Ground Sublease and cause the construction of GDP-2. Establishes the overall framework for the remaining agreements and includes the normal restrictions included by LSU in all leases for construction projects to ensure that under no circumstances can the building on LSU's campus be used for any purposes other than those specifically authorized by LSU.
- **Ground Sublease.** *Parties: GDP LLC and Provident Flagship.* Subleases the land from GDP LLC to Provident Flagship. Authorizes and requires GDP LLC to enter into a Development Agreement with RISE and cause the construction of GDP-2. Ownership of non-student housing facilities will be turned over to LSU upon completion.
- **Development Agreement.** *Parties: Provident Flagship and RISE.* Requires RISE to construct GDP-2. Ownership of non-student housing facilities will be turned over to LSU upon completion.
- **Facilities Lease.** *Parties: Provident Flagship and LSU.* Leases the constructed student housing facilities to LSU. Requires Provident Flagship to enter into the FOMA with RISE to provide certain operation and maintenance services; the FOMA will be attached as an exhibit to the Facilities Lease and must be approved by LSU and GDP LLC. The Facilities lease will secure Provident Flagship's payment obligations with respect to the bonds issued through the LPFA to finance the Project, and LSU's payment obligations under this agreement are payable solely from LSU's Auxiliary Revenues. Such payments will be expressly subordinate to LSU auxiliary revenue bond obligations.
- **Facilities Operations and Maintenance Agreement ("FOMA").** *Parties: Provident Flagship and RISE.* The Facilities Lease will require Provident Flagship to engage RISE to provide certain operations and management services and to operate the buildings in accordance with certain standards. Includes key performance indicators to evaluate RISE's performance. Provides for an annual budget to be agreed upon by both parties, with fee caps and appropriate inflation escalators over time. GDP LLC and LSU must approve the FOMA.

## 6. Parties of Interest

The following parties have an interest in and/or are involved with this transaction.

LSU

LSU Foundation and related entities, LSU Real Estate and Facilities Foundation and Greenhouse District Project, LLC

Brailsford & Dunlavey

CSRS

RISE: A Real Estate Company

Lemoine Construction

Niles Bolton & Associates

Remson Haley Herpin

RBC Capital Markets

Provident Resources Group and subsidiary Provident Group – Flagship Properties, LLC  
Potentially other contractors and architects who have not yet been selected by RISE to perform work on specific components of GDP-2.

## 7. Related Transactions

The LSU Property Foundation entered into an MOU with RISE covering key business terms to be included in both Nicholson Gateway and the Greenhouse District Project (in any phases). The MOU provides for certain financial benefits (reduction in fee percentages) if RISE and certain of its partners are used for work in one or more phases of the Greenhouse District Project. It may be necessary to formally enter into a second MOU directly between RISE and the REFF, since REFF is now the support foundation assisting LSU with this project.

## 8. Conflicts of Interest

None.

## 9. Exhibits

- I. Transmittal Letter
- II. Schematic Designs
- III. Recommendation and Report from the LSU Real Estate & Facilities Foundation

*Prior submissions to the LSU Board of Supervisors and prior reports of the Project Management Committee for NGP-1 are available on the LSU Board's website and at [www.NicholsonGateway.com](http://www.NicholsonGateway.com), the website created by the REFF to document this project and make information about it publicly available..*

*Draft versions of the legal agreements will be separately transmitted to the Board members electronically by LSU's General Counsel.*

## RESOLUTION

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize Dr. F. King Alexander, President of LSU, or his designee, acting on behalf and in the name of the Board, and in consultation with general counsel, to execute and deliver a Ground Lease with the LSU Real Estate and Facilities Foundation or any of its subsidiaries specifically including, but not limited to, Greenhouse District Project, LLC, to provide for the development of the Greenhouse District Project – Phase 2 (“GDP-2”), with all such agreements and documents, as well as any subsequent amendments thereto, to contain the terms and conditions, including prices, that the President deems to be in the best interest of LSU;

**BE IT FURTHER RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize Dr. F. King Alexander, President of LSU, or his designee, acting on behalf and in the name of the Board, and in consultation with general counsel, to execute a Facilities Lease and any related Facilities Operation and Maintenance Agreement with Provident Group – Flagship Properties, LLC, an independent non-profit, tax exempt entity, to lease, maintain, and operate any and all facilities developed pursuant to the Ground Lease Agreement with the LSU Real Estate and Facilities Foundation or its subsidiary Greenhouse District Project, LLC, with all such agreements and documents as well as any subsequent amendments thereto, to contain the terms and conditions, including prices, that the President deems to be in the best interest of LSU;



**BE IT FURTHER RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby acknowledge that the schematic designs for the GDP-2 Project are in general compliance with the Campus Design Guidelines and hereby delegates the approval of the detailed plans and specifications to the University Architect or his designee;

**BE IT FURTHER RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby acknowledge that the GDP-2 facilities will constitute "Auxiliary Facilities" as defined in the General Bond Resolution adopted by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College on June 17, 1994, as supplemented and amended from time to time (the "General Bond Resolution"), and does hereby designate the GDP-2 facilities as Auxiliary Facilities and the revenues derived by LSU therefrom as "Auxiliary Revenues" as defined in the General Bond Resolution;

**BE IT FURTHER RESOLVED** that the payment obligations of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College under the Facilities Lease shall be expressly subordinate to the payment of debt service on the Bonds (as defined in the General Bond Resolution heretofore or hereafter issued pursuant to the General Bond Resolution);

**BE IT FURTHER RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby find an acceptable university purpose, pursuant to the terms of the Uniform Affiliation Agreement between the Board and the LSU Real Estate and Facilities Foundation, for the LSU Real Estate and Facilities Foundation and any of its subsidiaries, including, but not limited to, Greenhouse District Project LLC, to execute and deliver the Ground Lease Agreement with LSU, a Ground Sublease with Provident Group – Flagship Properties, LLC, a Memorandum of Understanding or other agreement with RISE: A Real Estate Company to serve as Master Developer of GDP-2 and GDP-3, and any and all other agreements reasonably connected with or required for the development of the Nicholson Gateway Project and related other housing developments, with the final terms and conditions of all such agreements subject to the approval of Dr. F. King Alexander, President of LSU or his designee; and

**BE IT FURTHER RESOLVED** that prior to final agreement execution, Dr. F. King Alexander, President of LSU, will notify the Board Chair, Chair-Elect, Immediate Past Chair, and the chair of the appropriate Board Committee of the final terms of all agreements authorized by this Resolution.



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**CAMPUS CORRESPONDENCE**

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**To:** F. King Alexander, President of LSU **Date:** April 19, 2017

**Through:** Daniel T. Layzell, Vice President for  
Finance & Administration / CFO

**Through:** Tony Lombardo, Associate Vice President for  
Facilities & Property Oversight

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

**Re:** Request from LSU A&M to Authorize the President to Execute Agreements for the  
Development of the Greenhouse District

LSU is requesting approval from the Board of Supervisors to enter into a variety of agreements related to the Greenhouse District Project, Phase 2, for the development of student housing at LSU.

It is requested that the resolution and the accompanying documents be forwarded to the Board of Supervisors for placement on their May 5, 2017 meeting agenda.

Please do hesitate to contact me should you require additional information.



# Cedar Hall Schematic Site Plan—Stage 1



RISE | 3.31.2017

NILES BOLTON ASSOCIATES

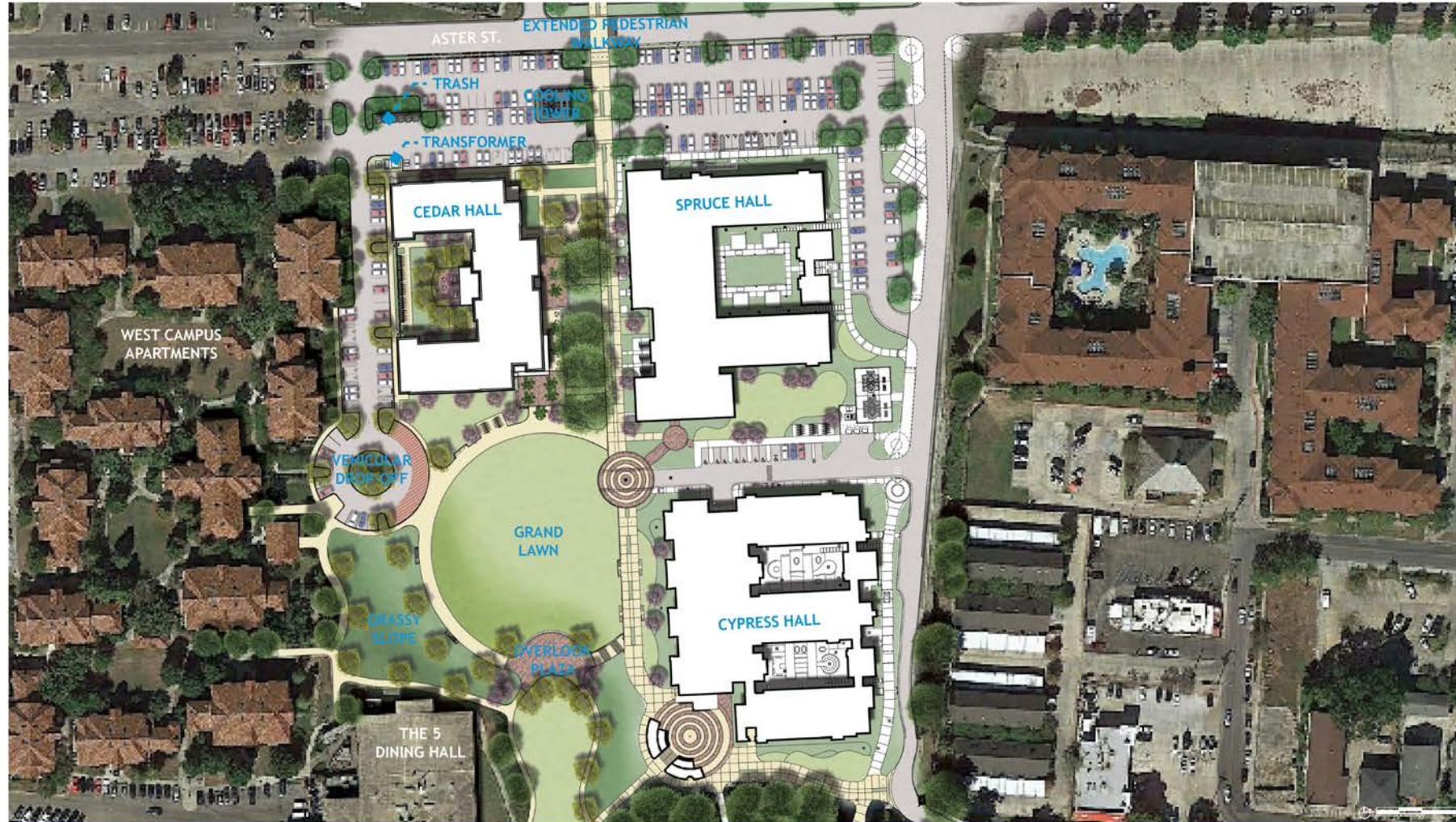
# Cedar Hall Schematic Site Plan—Stage 2



RISE | 3.31.2017

NILES BOLTON ASSOCIATES

# Cedar Hall Enlarged Schematic Site Plan



RISE | 3.31.2017

NILES BOLTON ASSOCIATES

## Cedar Hall Pre-Kirby Smith Hall Demo



## Cedar Hall Post-Kirby Smith Hall Demo





## Cedar Hall Post-Kirby Smith Hall Demo



RISE | 3.31.2017

NILES BOLTON ASSOCIATES

# Cedar Hall Perspectives



RISE | 3.31.2017

NILES BOLTON ASSOCIATES  
74

# Cedar Hall Perspectives



RISE | 3.31.2017

NILES BOLTON ASSOCIATES

27

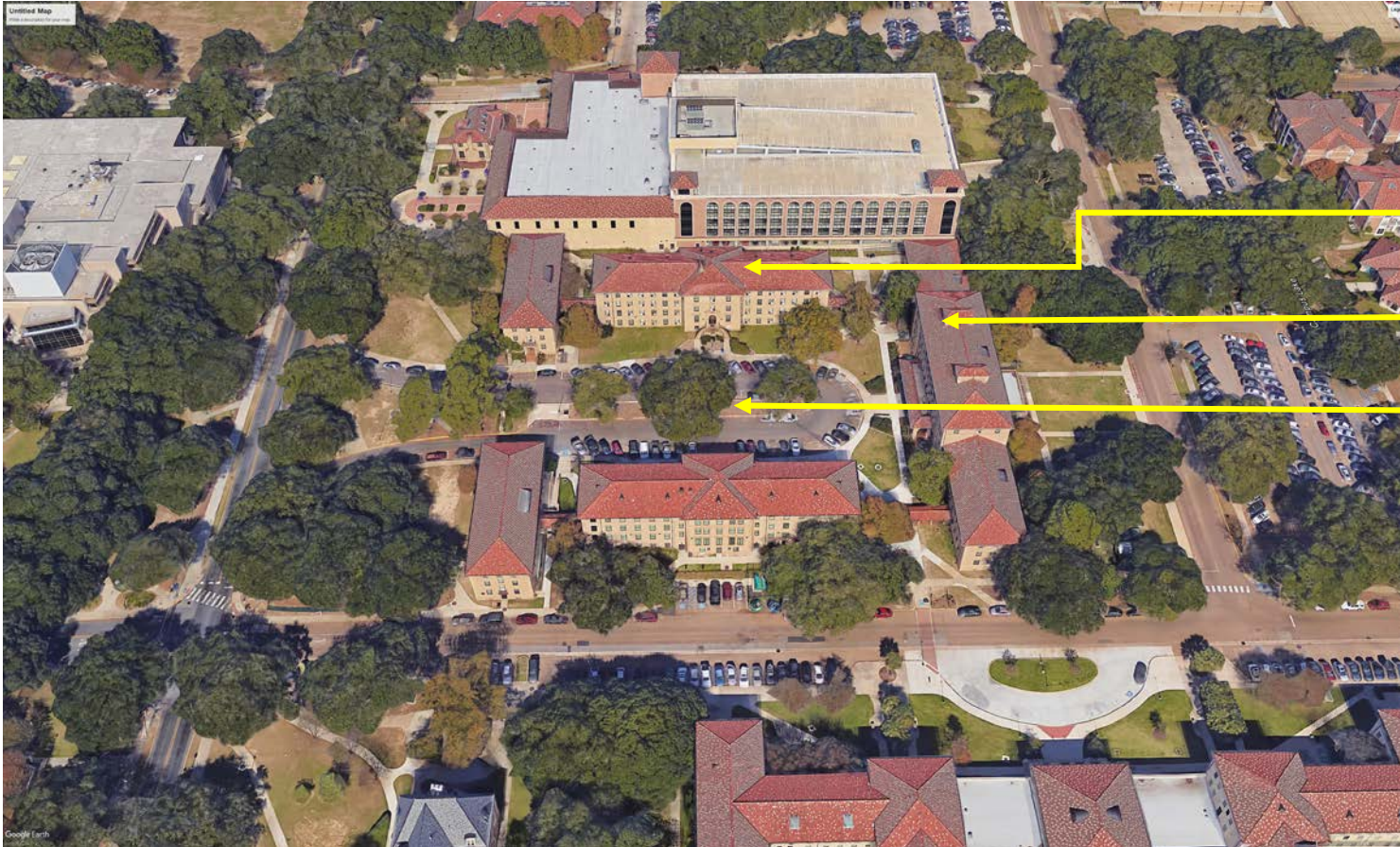
# Cedar Hall Perspectives



RISE | 3.31.2017

NILES BOLTON ASSOCIATES  
28

# Highland Hall and Evangeline Hall Renovations

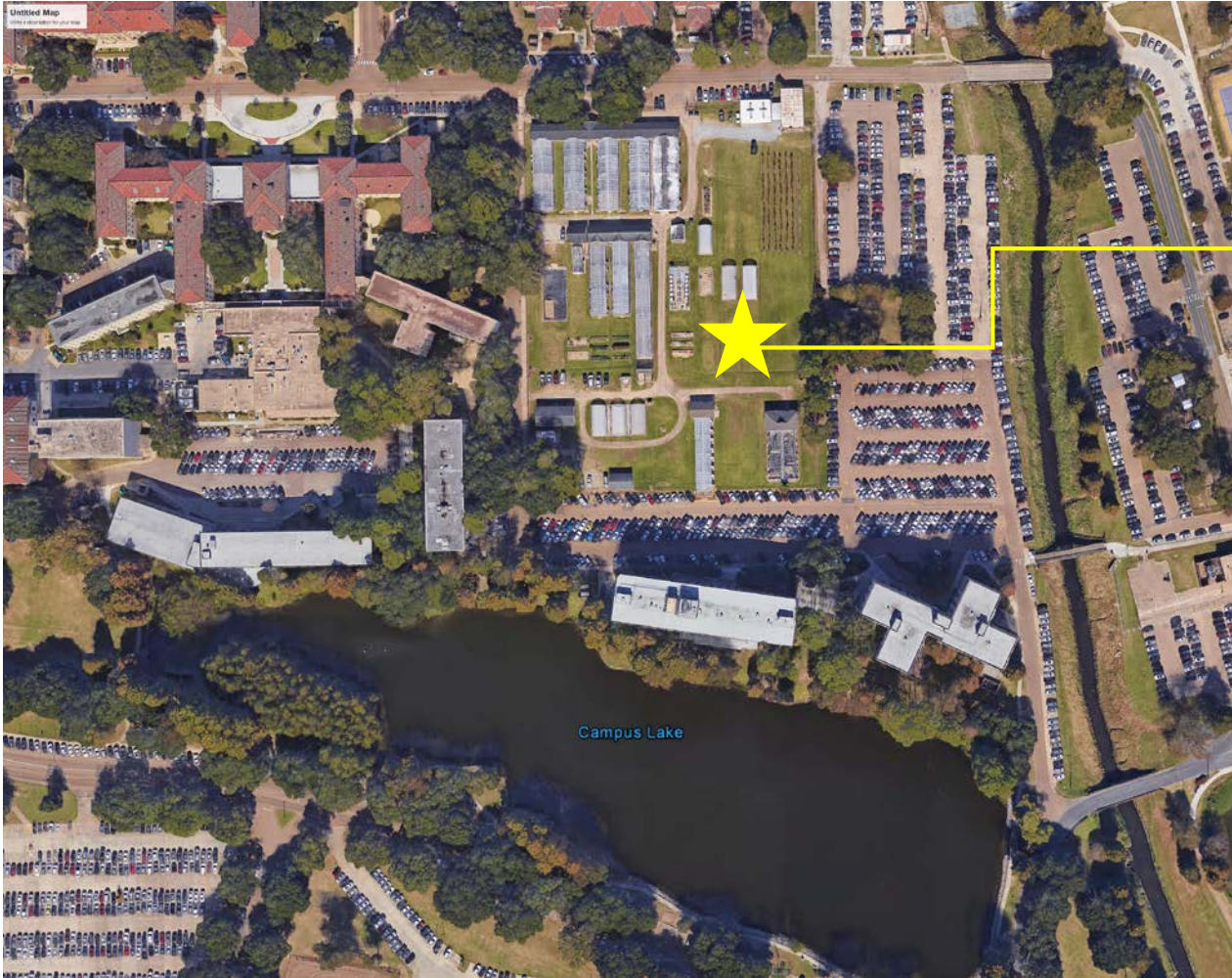


Highland Hall

Evangeline Hall

Horseshoe Pedestrian Area

# Greenhouse District Site



Greenhouse District Site

**REPORT OF LSU REAL ESTATE AND FACILITIES FOUNDATION PROJECT MANAGEMENT  
COMMITTEE FOR GREENHOUSE DISTRICT PROJECT**

Greenhouse District Project Background & History

LSU is implementing a multi-phased initiative (“Initiative”) to expand and improve the amount and quality of on-campus housing available to LSU students.

The first phase of the Initiative, the Nicholson Gateway Project (“NGP-1”), focused on the development of new, apartment-style housing and supporting amenities for LSU’s upper division and graduate students. NGP-1 is currently under construction and is on schedule to open in Fall 2018.

The next phase of the Initiative, the Greenhouse District Project, focuses on the modernization of existing housing through facility renovations and replacements. Given the project’s sequencing requirements, the Greenhouse District Project will consist of at least two phases, constituting the second and third phases of the Initiative and referred to herein as GDP-2 and GDP-3, respectively.

GDP-2 will consist of:

- 695 new or renovated on-campus student beds:
  - 405 beds in Cedar Hall, a new first-year residence hall
  - 165 beds in Evangeline Hall, a renovated first-year residence hall
  - 112 beds in Highland Hall, a renovated first-year residence hall
- Demolition of Kirby Smith Hall (577 beds)
- Development of new greenhouses on the AgCenter property on Ben Hur Road
- Demolition of the existing AgCenter greenhouses from their current site near the University Recreation Center to provide a location for the development of GDP-3
- Minor renovations to existing AgCenter greenhouses on Gourrier Ave

GDP-3 is still in the conceptual phase, but it is expected to include:

- Construction of approximately 2,000 beds of replacement housing capacity in 4 or 5 new residence halls located at the site currently being occupied by the AgCenter greenhouses near the University Recreation Center
- Demolition of Herget Hall, McVoy Hall, Miller Hall, Broussard Hall, and part of Acadian Hall

The recommendations in this report focuses solely on GDP-2, which will start construction in October 2017.

- A complete list of the many public hearings, discussions, and reviews of the Initiative from its inception through the approval of NGP-1 can be found in the May 2016 PMC Report, described in detail below.
- Planning for GDP-3 is still ongoing, and it is not expected to begin construction until May 2019 at the earliest. Additional approvals will be sought before that occurs; no approval of GDP-3 is sought at this time.

### GDP-2 Intent to Lease Agreement

The LSU Real Estate and Facilities Foundation (“REFF”) and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU Board”) entered into an Intent to Lease Agreement (**Appendix A**) on March 24, 2017, which provided an outline of the process and guidelines that the REFF would observe in connection with the negotiation of a proposed agreement with a Master Developer, and other related agreements, for GDP-2. The Intent to Lease Agreement called for the formation of a Project Management Committee (“Committee”), composed of six (6) members appointed by the REFF and five (5) members appointed by the LSU President.

As stated in the Intent to Lease, “The purpose of the Committee is to manage the ‘Development Phase’ of the project,” including:

- The negotiation and approval of contract with the Project Manager;
- The negotiation and recommendation to the LSU Board of Supervisors for the approval of leases and other related agreements with the Master Developer and its team members;
- The development of a proposed Lease Agreement between the REFF and the LSU Board;
- The development of a report of the Project Management Committee (“Report”) documenting its work to be submitted to the REFF’s Board of Directors and then to the LSU Board for review and approval; and
- Making recommendations for the approval of contracts and other actions to the REFF’s Board of Directors.

At the time this Report is issued, the Committee members are:

- Jimmy Maurin, Committee Co-Chair
- Rob Stuart, Committee Co-Chair
- Bill Firesheets
- Lee Griffin
- Gary Graphia
- Sean Reilly
- Dan Layzell, Vice President for Finance & Administration / CFO, LSU
- Tony Lombardo, Associate Vice President for Facilities and Property Oversight, LSU
- Patrick Martin, Asst. Vice President for Real Estate, Public Partnerships, and Compliance, LSU
- Roger Husser, Asst. Vice President for Planning, Design & Construction, LSU
- Steve Waller, Asst. Vice President for Residential Life, LSU

Note that the first phase of the Initiative, NGP-1, was conducted under the auspices of the LSU Property Foundation. Throughout this document, references to the “LSU Property Foundation PMC” refer to the Project Management Committee that was formed by the LSU Property Foundation specifically to manage NGP-1, whose work culminated in a May 2016 report and recommendation to the LSU Board of Supervisors (the “May 2016 PMC Report”, available at: [www.nicholsongateway.com](http://www.nicholsongateway.com) > “Access Public Info”).



Since the financial close of NGP-1 in 2016, LSU and the LSU Foundation have cooperated in the formation of the REFF, which is now the primary affiliated foundation for assisting LSU with this type of project. Despite this organizational change, the modernization of LSU's on-campus student housing remains a single coordinated Initiative, with GDP-2 and GDP-3 being a continuation of the work initially done by the LSU Property Foundation in the first phase of the Initiative.

### GDP-2 Team Solicitation and Selection

The LSU Property Foundation PMC selected the Brailsford & Dunlavey/CSRS team through a competitive process to serve as the Project Manager for the development of the Initiative. The LSU Property Foundation PMC selected RISE: A Real Estate Company through a competitive process to serve as the Master Developer for the Initiative. The solicitations that resulted in these selections anticipated that a single Project Manager and a single Master Developer would be selected for all phases of the Initiative, including what was initially called the "Replacement Housing Project," which is what has now become GDP-2 and GDP-3. A detailed description of these solicitations and contract negotiation processes can be found in the May 2016 PMC Report.

### GDP-2 Program and Design

- The Project Manager, RISE, and LSU's professional staff, with regular consultations with the Project Management Committee, worked closely together to plan and design the new buildings and renovations. Through this planning and coordination it was determined that GDP-2 will replace 706 existing beds with 695 new or renovated beds and will incorporate the following components:

#### *Cedar Hall will Replace Kirby Smith*

- Cedar Hall (405 new beds) will replace Kirby Smith Hall (577 existing beds)
- The Cedar Hall portion of GDP-2 received schematic design approval by LSU's Facility Design & Development Committee on April 13, 2017.
- RISE will serve as the Master Developer and they have selected Niles Bolton Architects as the lead architect and Lemoine as the contractor.
- Cedar Hall will begin construction in Fall 2017 and will open in Fall 2019.

#### *Evangeline Hall will be Renovated*

- Evangeline Hall, which is currently offline, will be renovated starting in Fall 2017 and brought online with 165 beds by Spring 2019.
- The Evangeline Hall portion of the Project was previously designed by Chenevert Architects in 2014 through a direct contract with LSU. RISE will serve as the Master Developer and has selected to reengage with Chenevert Architects to complete the design and oversee its construction.
- RISE is utilizing a competitive selection process to engage a contractor that offers the best value for construction at Evangeline Hall, including price, quality, and experience with renovations.

*Highland Hall will be Renovated*

- Highland Hall, which is currently online with 129 existing beds, will be renovated starting in Spring 2019 and re-opened with 112 beds by Fall 2020.
- The RISE team sought proposals from multiple qualified local architectural firms for design of the renovations to Highland Hall and is finalizing its architectural selection to design the renovations and oversee the construction.
- RISE is utilizing a competitive selection process to engage a contractor that offers the best value to Highland Hall, including price, quality, and experience with renovations.

*Demolition of Kirby Smith*

- RISE is utilizing a competitive selection process to engage a contractor to manage the demolition of Kirby Smith, which is expected to start by Fall 2019, once Cedar Hall is occupied.
- RISE and its team are analyzing the safest, most cost effective way to demolish Kirby Smith.

*AgCenter Facilities*

- RISE is serving as the Master Developer for the AgCenter improvements. RISE has engaged local architecture firm Remson Haley Herpin Architects to design the improvements, assisted by another local architect who is familiar with the AgCenter's standards to support program definition.
- RISE is utilizing a competitive selection process to engage a contractor that offers the best value to the AgCenter, including price, quality, and experience with renovations.

GDP-2 Financial Considerations

- The Project Manager and LSU professional staff have continually worked with the RISE team to refine and enhance the assumptions in the financial model to include the most updated project conditions. Updates to the financial model include enhancements to project budget, project operations, facility management, and asset management responsibilities and assumptions. A detailed pro forma can be found as Appendix B to this Report.
- The estimated cost for GDP-2 is approximately \$63 million in total construction cost and approximately \$83 million in total development cost (not including cost of issuance). The final Guaranteed Maximum Price for GDP-2 is anticipated by September 11, 2017.

GDP-2 Schedule

- GDP-2 will reach financial close by October 2017 and will be developed per the following schedule:
  - Cedar Hall – start construction Fall 2017 / open Fall 2019
  - Kirby Smith Hall – demolished Fall 2019/Spring 2020
  - Evangeline Hall – start renovation Fall 2017 / open Spring 2019
  - Highland Hall – start renovation Spring 2019 / open Fall 2020
  - New AgCenter greenhouses at Ben Hur – start construction Fall 2017 / open Fall 2018
  - Existing AgCenter greenhouses – demolished Fall 2018

### The Negotiation of a Proposed Project Contract or Contracts

- The LSU Property Foundation PMC worked with a legal team during NGP-1 to prepare a series of legal agreements that govern the partnership between the involved parties. The legal documents were drafted and reviewed by: (1) the LSU Foundation's General Counsel, (2) LSU outside counsel, (3) LSU, (4) RISE and its legal and bond counsel, and (5) outside counsel for Provident Resources Group, the RISE team member providing the non-profit 501(c)(3) entity serving as the owner and financing entity for NGP-1.
- The legal agreements for NGP-1 were drafted with the anticipation that they would be reused for the subsequent phases, so relatively little additional legal work has been required for GDP-2.

The draft agreements are still being finalized and are subject to change before the agreements are executed. However, the five anticipated agreements are listed below with notes regarding any significant changes from NGP-1:

#### *Ground Lease*

- LSU and Greenhouse District Project LLC, a wholly-owned subsidiary of the REFF, will enter into a Ground Lease that authorizes and requires Greenhouse District Project LLC to enter into the Ground Sublease and cause the construction of GDP-2. The Ground Lease establishes the overall framework for the remaining agreements and includes the normal restrictions included by LSU in all leases for construction projects to ensure that under no circumstances can the building on LSU's campus be used for any purposes other than those specifically authorized by LSU.
- Unlike NGP-1, it is not anticipated that GDP-2 will require a cooperative endeavor within the meaning of Article VII, Section 14 of the Constitution. The cooperative endeavor is not necessary because there is no substantial ground lease payment anticipated to Greenhouse District Project LLC.
- The Ground Lease will include the existing Highland Hall and Evangeline Hall, which will be abated and/or renovated. Title to Highland Hall and Evangeline Hall will remain with LSU. Provident-Flagship (the non-profit entity that owns the facilities in NGP-1) will own Cedar Hall, which will be all new construction.
- The Ground Lease will include construction servitudes over (a) the portion of campus on which the existing AgCenter greenhouses and Kirby Smith Hall are located to enable demolition of those facilities and (b) the portions of campus (Gourrier and/or Ben Hur sites) for the construction of the new AgCenter greenhouses. The new AgCenter greenhouses will be owned, operated and maintained by LSU and will not be subject to the Facilities Lease or the Facilities Operation and Maintenance Agreement.
- The liquidated damages provisions for failure to complete construction by an agreed upon completion date will be somewhat different from NGP-1, as the old Kirby Smith Hall will not be taken offline until the new Cedar Hall is occupied, so consequences to LSU in that regard are not

as dire. Additionally, the deadline for completion of the AgCenter greenhouses is not as time-sensitive as that for student housing.

- There are no retail or parking garage facilities included in GDP-2 and no issues as to game or other special event days, but GDP-2 will include all necessary access, parking, and utility rights needed to serve the Initiative.
- Additional environmental provisions will be included in light of the prior abatement by LSU of Evangeline Hall, which did involve asbestos remediation, and in light of the upcoming abatement of Highland Hall and demolition of Kirby Smith Hall as part of GDP-2, which may involve asbestos remediation.
- As noted above, the LSU Property Foundation is not involved in GDP-2. All references in the legal agreements to the LSU Property Foundation or the special-purpose entity it created for the Nicholson Gateway, NGP LLC, have been changed to the LSU Real Estate and Facilities Foundation and the special purpose entity it has created for the project, Greenhouse LLC.

*Ground Sublease*

- Greenhouse District Project LLC and Provident-Flagship, an independent 501(c)(3) created and operated by Provident Resources Group, will enter into a Ground Sublease Agreement that subleases the land from Greenhouse District Project LLC to Provident-Flagship and authorizes and requires Provident-Flagship to enter into a Development Agreement with RISE and cause the construction of GDP-2.
- The Ground Sublease will contemplate a long term lease of Highland Hall and Evangeline Hall, and Provident will own Cedar Hall during the term of the lease. Although Provident Flagship will also be responsible to demolish Kirby Smith Hall, remove certain greenhouses, and relocate such greenhouses to other portions of campus, once such work is complete, Provident Flagship will have no obligation to perform any other work or maintenance in connection with the demolished Kirby Smith or greenhouses.

*Development Agreement*

- Provident Flagship and RISE will enter into a Development Agreement that requires RISE to construct GDP-2.
- Title to the Ag Center greenhouses and improvement will pass to LSU upon completion of construction and acceptance by LSU.
- RISE will be responsible for conducting some of the environmental surveys and testing on the GDP-2 site and existing facilities being abated and renovated and/or demolished.

*Facilities Lease*

- Provident Flagship and LSU will enter into a Facilities Lease, in which Provident Flagship leases Cedar Hall and the renovated Evangeline and Highland Halls to LSU. The Facilities Lease requires Provident to enter into a Facilities Operations and Maintenance Agreement with RISE to provide certain operation and maintenance services subject to the approval of LSU. Rent owed under the

Facilities Lease is payable solely from LSU's auxiliary revenues, subordinate to its general bond obligations, to secure the bonds issued by Provident Flagship for GDP-2.

- Although GDP-2 will include student housing, demolition of Kirby Smith Hall, and relocation and/or construction of greenhouse facilities, only the student housing portion of the Project will be leased back by LSU. As with NGP-1, Provident-Flagship will physically operate and maintain the GDP-2 student housing, Cedar, Evangeline, and Highland Halls during the term of the lease, while LSU will be responsible for room assignments and student life functions. LSU will own and operate the AgCenter greenhouse facilities.
- The Facilities Lease does not include a substantial ground lease payment to Greenhouse LLC.

#### *Facilities Operations and Maintenance Agreement ("FOMA")*

- Provident Flagship and RISE will enter into a FOMA that requires Provident to engage RISE to provide certain operations and management services and to operate the building in accordance with certain standards subject to the approval of LSU. The FOMA includes key performance indicators to evaluate RISE's performance and provides for an annual budget to be agreed upon by both parties, with fee caps and appropriate inflation escalators over time.

#### Recommendations

Considering the foregoing, the Project Management Committee recommends that the LSU Board of Supervisors:

1. Authorize, as provided for in the Intent to Lease Agreement between LSU and the LSU Real Estate and Facilities Foundation relative to GDP-2, that LSU will enter into a Ground Lease with Greenhouse District Project LLC, a subsidiary of the LSU Real Estate and Facilities Foundation, as generally described herein, with the final agreement to contain such terms and conditions as are mutually acceptable to the parties;
2. Authorize, as required by the Uniform Affiliation Agreement, that Greenhouse District Project LLC enter into a Ground Sublease with Provident Group-Flagship LLC, a tax-exempt charitable organization, and cause Provident Group-Flagship LLC to enter into a Development Agreement with RISE: A Real Estate Company for the development and construction of GDP-2 as generally described herein, with the final agreement to contain such terms and conditions as are mutually acceptable to the parties and are approved by LSU; and
3. Enter into a Facilities Lease with Provident Group-Flagship LLC as generally described herein to lease GDP-2 facilities constructed pursuant to the Development Agreement and requiring Provident Group-Flagship LLC to perform certain custodial, maintenance, and other operational services as may be specified in a Facilities Operations and Management Agreement between Provident Group-Flagship LLC and RISE or its subsidiary or subcontractor, subject to the approval of LSU, with the lease payments owed to Provident Group-Flagship LLC by LSU subordinate to LSU's auxiliary revenue bonds, and with the final agreement to contain such terms and conditions as are mutually acceptable to the parties.

Appendices

Appendix A – Intent to Lease Agreement for GDP-2

Appendix B – Projected 40 Year Pro Forma

**Louisiana Public Facilities Authority  
Lease Revenue Bonds  
(Provident Flagship Properties - LSU Projects)**

**Summary of Assumptions**

	<u>Phase 1</u> Nicholson Gateway / Spruce		<u>Phase 2</u> Cedar Hall / Evangeline / Highland	
<b>Projects Being Financed</b>				
<b>Number of Beds</b>				
	Nicholson Gateway	1,529	Cedar Hall	405
	Spruce	424	Evangeline / Highland	277
		1,953		682
<b>Development Budget</b>	\$225,950,628		\$83,046,191	
<b>Construction Schedule</b>				
Construction Start Date	Under Construction		10/02/2017	
Scheduled Completion Date	Fall Semester 2018		Fall Semester 2019	
<b>Bond Issues</b>				
Anticipated Ratings	A3 / A		A3 / A	
Bond Term	Approximately 40 Years		Approximately 40 Years	
Approximate Bond Yield (TIC)	4.20%		4.70%	
<b>Operations</b>				
<b>Rental Rates (Per Semester)</b>	Escalation: 3%		Escalation: 3%	
	Nicholson (2018/2019)	\$4,650 - \$7,080	Cedar Hall (2019/2020)	\$4,075
	Spruce (2018/2019)	\$3,600	Evangeline (2019/2020)	\$3,745 / \$4,213
			Highland (2019/2020)	\$4,019
<b>Vacancy Rate</b>	Academic Year = 5% / Summer = 50% (NG Only)		Academic Year = 5%	
<b>Other Income</b>				
Other Income	Nicholson = 1%	Spruce = 5%	5% of Rental Income	
Net Retail Revenue	Nicholson = \$1,505,796	Spruce = \$0	\$0	
<b>1st Year Operating Expenses</b>	Nicholson Gateway      Spruce		3% Annual Escalation	
Facility & Asset Management Fee	2.25%	1.75%	1.75%	
Facility Management / Service Contracts	\$1,950,181	N/A	N/A	
Retail Management & Maintenance	\$51,556	N/A	N/A	
Information Technology (\$/Bed)	\$379	\$379	\$390	
Insurance (\$/Bed)	\$339,453	\$109	\$112	
Custodial (\$/Bed)	N/A	\$2,381	\$2,452	
Administration (\$/Bed)	\$1,203	N/A	N/A	
Maintenance (\$/Bed)	N/A	\$749	\$771	
Utilities (\$/Bed)	\$997,453	\$488	\$503	
University Overhead (% of GCR)	0.00%	0.00%	6.60%	
<b>Additional Expenses</b>				
Annual Borrower Fee	Pro-Rata Share of \$185,000		Pro-Rata Share of \$185,000	
Annual Borrower Expenses	\$16,500		\$16,500	
Annual Rating & Trustee	\$15,000		\$15,000	
Repair & Replacement Reserve	\$385 / Bed		\$385 / Bed	
Annual Foundation Payment	\$2,000,000		\$0	

Changes to prior analysis are highlighted in blue.

**Louisiana Public Facilities Authority**  
**Lease Revenue Bonds**  
**(Provident Flagship Properties LSU Projects)**

*Summary of Results Phases 1 & 2*

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
<b>Existing Housing System</b>											
Total Revenues	\$42,226,831	\$38,754,649	\$39,917,288	\$41,114,807	\$42,348,251	\$43,618,699	\$44,927,260	\$46,275,078	\$47,663,330	\$47,894,853	\$49,331,699
Total Expenses	24,997,309	23,524,504	23,968,294	24,740,205	25,537,388	26,360,685	27,210,968	28,089,138	28,996,127	28,813,833	29,665,168
University Overhead	2,816,338	2,786,971	2,557,807	2,634,541	2,713,577	2,794,985	2,878,834	2,965,199	3,054,155	3,145,780	3,161,060
Net Operating Income	17,229,521	15,230,145	15,948,994	16,374,602	16,810,863	17,258,014	17,716,292	18,185,939	18,667,203	19,081,020	19,666,530
Annual Net Debt Service	12,742,439	12,738,984	12,695,932	12,686,249	12,655,046	12,604,837	12,583,924	12,550,713	11,064,071	11,054,943	11,062,924
Debt Service Coverage	1.35	1.20	1.26	1.29	1.33	1.37	1.41	1.45	1.69	1.73	1.78
MRA Deposit	1,178,660	1,214,020	1,250,440	1,287,953	1,326,592	1,366,390	1,407,382	1,449,603	1,493,091	1,537,884	1,584,020
Net Cash Flow	3,308,422	1,277,142	2,002,622	2,400,399	2,829,225	3,286,787	3,724,986	4,185,623	6,110,041	6,488,193	7,019,586
<b>Nicholson Gateway</b>											
Total Revenues	\$20,664,322	\$21,284,252	\$21,922,779	\$22,580,462	\$23,257,876	\$23,955,613	\$24,674,281	\$25,414,509	\$26,176,945	\$26,962,253	\$27,771,121
Total Expenses	8,170,620	8,334,149	8,584,173	8,836,103	9,097,886	9,367,523	9,645,248	9,931,306	10,225,945	10,529,423	10,842,006
University Overhead	-	-	-	-	-	-	-	-	-	-	-
Net Operating Income	12,493,701	12,950,103	13,338,606	13,744,359	14,159,990	14,588,090	15,029,033	15,483,204	15,951,000	16,432,830	16,929,114
Annual Net Debt Service	5,609,125	11,218,250	11,218,250	11,218,250	11,218,250	11,218,250	11,218,250	11,218,250	11,218,250	11,218,250	11,218,250
Debt Service Coverage	2.23	1.15	1.19	1.23	1.26	1.30	1.34	1.38	1.42	1.46	1.51
MRA Deposit	751,905	774,462	797,696	821,627	846,276	871,664	897,814	924,748	952,491	981,065	1,010,497
Foundation Payment	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
Net Cash Flow	4,132,671	(1,042,609)	(677,340)	(295,518)	95,464	498,176	912,969	1,340,205	1,780,259	2,233,514	2,700,367
<b>GDP-2</b>											
Total Revenues	\$597,702	\$4,515,343	\$5,508,719	\$5,673,981	\$5,844,201	\$6,019,527	\$6,200,112	\$6,386,116	\$6,577,699	\$6,775,030	\$6,978,281
Total Expenses	727,398	2,895,204	3,516,025	3,622,150	3,729,165	3,839,390	3,952,922	4,070,086	4,195,489	4,324,654	4,457,693
University Overhead	39,448	298,013	363,575	374,483	385,717	397,289	409,207	421,484	434,128	447,152	460,567
Net Operating Income	(129,696)	1,620,139	1,992,695	2,051,831	2,115,036	2,180,137	2,247,191	2,316,029	2,382,210	2,450,377	2,520,588
Annual Net Debt Service	-	3,765,625	4,518,750	4,518,750	4,518,750	4,518,750	4,518,750	4,518,750	4,518,750	4,518,750	4,518,750
Debt Service Coverage	N/A	0.43	0.44	0.45	0.47	0.48	0.50	0.51	0.53	0.54	0.56
MRA Deposit	63,525	219,450	270,447	278,561	286,917	295,525	304,391	313,522	322,928	332,616	342,594
Net Cash Flow	(193,221)	(2,364,936)	(2,796,502)	(2,745,480)	(2,690,632)	(2,634,138)	(2,575,950)	(2,516,243)	(2,459,468)	(2,400,989)	(2,340,756)
<b>Adjusted Housing System</b>											
Total Revenues	\$63,488,855	\$64,554,244	\$67,348,787	\$69,369,251	\$71,450,328	\$73,593,838	\$75,801,653	\$78,075,703	\$80,417,974	\$81,632,136	\$84,081,100
Total Expenses	33,895,328	34,753,857	36,068,492	37,198,459	38,364,439	39,567,598	40,809,138	42,090,530	43,417,561	43,667,910	44,964,868
University Overhead	2,855,786	3,084,983	2,921,382	3,009,024	3,099,295	3,192,273	3,288,042	3,386,683	3,488,283	3,592,932	3,621,627
Net Operating Income	29,593,527	29,800,387	31,280,295	32,170,792	33,085,889	34,026,240	34,992,515	35,985,172	37,000,413	37,964,226	39,116,233
Annual Net Debt Service	18,351,564	27,722,859	28,432,932	28,423,249	28,392,046	28,341,837	28,320,924	28,287,713	26,801,071	26,791,943	26,799,924
Debt Service Coverage	1.61	1.07	1.10	1.13	1.17	1.20	1.24	1.27	1.38	1.42	1.46
MRA Deposit	1,994,090	2,207,932	2,318,583	2,388,141	2,459,785	2,533,579	2,609,586	2,687,874	2,768,510	2,851,565	2,937,112
Foundation Payment	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
Net Cash Flow	7,247,873	(2,130,403)	(1,471,220)	(640,598)	234,058	1,150,825	2,062,005	3,009,586	5,430,832	6,320,718	7,379,197
Cumulative Cash Flow	7,247,873	5,117,469	3,646,249	3,005,651	3,239,708	4,390,533	6,452,538	9,462,124	14,892,955	21,213,674	28,592,870
<b>Auxiliary Revenue System</b>											
Senior Gross Debt Service Coverage	8.79	9.03	9.35	9.65	9.95	10.27	10.73	11.07	12.17	12.49	12.87
Subordinate Net Coverage	5.07	2.99	3.00	3.10	3.19	3.28	3.39	3.49	3.65	3.74	3.83
Net Cash Flow	\$55,309,759	\$47,257,615	\$49,892,233	\$52,762,677	\$55,728,323	\$58,788,200	\$62,283,564	\$65,514,124	\$70,652,801	\$73,947,852	\$77,485,449



**Louisiana Public Facilities Authority**  
**Lease Revenue Bonds**  
**(Provident Flagship Properties LSU Projects)**

*Summary of Results Phases 1 & 2*

	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
<b>Existing Housing System</b>											
Total Revenues	\$50,811,650	\$52,335,999	\$53,906,079	\$55,523,261	\$57,188,959	\$58,904,628	\$60,671,767	\$62,491,920	\$64,366,678	\$66,297,678	\$68,286,608
Total Expenses	30,623,777	31,613,890	32,636,562	34,079,435	35,182,133	36,321,124	37,497,626	38,712,898	39,968,243	41,265,005	42,604,579
University Overhead	3,255,892	3,353,569	3,454,176	3,557,801	3,664,535	3,774,471	3,887,705	4,004,337	4,124,467	4,248,201	4,375,647
Net Operating Income	20,187,873	20,722,109	21,269,517	21,443,827	22,006,827	22,583,504	23,174,141	23,779,021	24,398,435	25,032,673	25,682,029
Annual Net Debt Service	11,053,921	9,579,425	9,590,800	9,361,375	9,362,300	5,793,350	5,747,200	5,762,600	5,747,350	5,745,350	5,747,650
Debt Service Coverage	1.83	2.16	2.22	2.29	2.35	3.90	4.03	4.13	4.25	4.36	4.47
MRA Deposit	1,631,541	1,680,487	1,730,902	1,782,829	1,836,314	1,891,403	1,948,145	2,006,590	2,066,787	2,128,791	2,192,655
Net Cash Flow	7,502,411	9,462,197	9,947,815	10,299,623	10,808,213	14,898,751	15,478,795	16,009,832	16,584,298	17,158,532	17,741,724
<b>Nicholson Gateway</b>											
Total Revenues	\$28,604,254	\$29,462,382	\$30,346,253	\$31,256,641	\$32,194,340	\$33,160,170	\$34,154,976	\$35,179,625	\$36,235,014	\$37,322,064	\$38,441,726
Total Expenses	11,163,966	11,495,585	11,837,153	12,188,967	12,551,337	12,924,577	13,309,014	13,704,984	14,112,834	14,532,919	14,965,606
University Overhead	-	-	-	-	-	-	-	-	-	-	-
Net Operating Income	17,440,288	17,966,797	18,509,100	19,067,673	19,643,004	20,235,594	20,845,962	21,474,640	22,122,180	22,789,145	23,476,119
Annual Net Debt Service	11,218,250	11,218,250	11,218,250	11,218,250	11,218,250	11,218,250	11,218,250	11,218,250	11,218,250	11,218,250	11,218,250
Debt Service Coverage	1.55	1.60	1.65	1.70	1.75	1.80	1.86	1.91	1.97	2.03	2.09
MRA Deposit	1,040,812	1,072,037	1,104,198	1,137,324	1,171,443	1,206,587	1,242,784	1,280,068	1,318,470	1,358,024	1,398,765
Foundation Payment	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
Net Cash Flow	3,181,226	3,676,510	4,186,653	4,712,100	5,253,310	5,810,757	6,384,927	6,976,323	7,585,460	8,212,871	8,859,105
<b>GDP-2</b>											
Total Revenues	\$7,187,629	\$7,403,258	\$7,625,356	\$7,854,117	\$8,089,740	\$8,332,432	\$8,582,405	\$8,839,878	\$9,105,074	\$9,378,226	\$9,659,573
Total Expenses	4,594,724	4,735,866	4,881,242	5,030,979	5,185,208	5,344,065	5,505,635	5,667,504	5,834,229	6,005,956	6,182,835
University Overhead	474,384	488,615	503,274	518,372	533,923	549,941	566,439	583,432	600,935	618,963	637,532
Net Operating Income	2,592,905	2,667,393	2,744,114	2,823,138	2,904,532	2,988,368	3,076,770	3,172,373	3,270,845	3,372,270	3,476,738
Annual Net Debt Service	4,518,750	4,518,750	4,518,750	4,518,750	4,518,750	4,518,750	4,518,750	4,518,750	5,042,125	5,045,250	5,042,000
Debt Service Coverage	0.57	0.59	0.61	0.62	0.64	0.66	0.68	0.70	0.65	0.67	0.69
MRA Deposit	352,872	363,458	374,362	385,593	397,161	409,076	421,348	433,988	447,008	460,418	474,231
Net Cash Flow	(2,278,717)	(2,214,816)	(2,148,998)	(2,081,205)	(2,011,379)	(1,939,458)	(1,863,327)	(1,780,365)	(2,218,288)	(2,133,398)	(2,039,493)
<b>Adjusted Housing System</b>											
Total Revenues	\$86,603,533	\$89,201,639	\$91,877,689	\$94,634,019	\$97,473,040	\$100,397,231	\$103,409,148	\$106,511,422	\$109,706,765	\$112,997,968	\$116,387,907
Total Expenses	46,382,467	47,845,341	49,354,957	51,299,381	52,918,677	54,589,765	56,312,275	58,085,387	59,915,306	61,803,880	63,753,021
University Overhead	3,730,276	3,842,184	3,957,449	4,076,173	4,198,458	4,324,412	4,454,144	4,587,769	4,725,402	4,867,164	5,013,179
Net Operating Income	40,221,066	41,356,299	42,522,732	43,334,638	44,554,362	45,807,466	47,096,873	48,426,035	49,791,459	51,194,088	52,634,886
Annual Net Debt Service	26,790,921	25,316,425	25,327,800	25,098,375	25,099,300	21,530,350	21,484,200	21,499,600	22,007,725	22,008,850	22,007,900
Debt Service Coverage	1.50	1.63	1.68	1.73	1.78	2.13	2.19	2.25	2.26	2.33	2.39
MRA Deposit	3,025,225	3,115,982	3,209,462	3,305,746	3,404,918	3,507,065	3,612,277	3,720,646	3,832,265	3,947,233	4,065,650
Foundation Payment	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
Net Cash Flow	8,404,920	10,923,891	11,985,470	12,930,518	14,050,145	18,770,050	20,000,395	21,205,790	21,951,469	23,238,005	24,561,336
Cumulative Cash Flow	36,997,790	47,921,681	59,907,152	72,837,669	86,887,814	105,657,864	125,658,260	146,864,049	168,815,519	192,053,523	216,614,860
<b>Auxiliary Revenue System</b>											
Senior Gross Debt Service Coverage	13.26	14.56	14.99	16.45	17.13	19.93	20.54	32.27	38.08	39.23	40.40
Subordinate Net Coverage	3.93	4.08	4.18	4.31	4.41	4.60	4.69	5.03	5.09	5.17	5.26
Net Cash Flow	\$81,057,494	\$86,452,338	\$90,217,024	\$95,312,284	\$99,568,248	\$106,456,806	\$110,685,463	\$122,427,522	\$128,173,017	\$132,782,450	\$137,527,990

**Louisiana Public Facilities Authority**  
**Lease Revenue Bonds**  
**(Provident Flagship Properties LSU Projects)**

*Summary of Results Phases 1 & 2*

	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051
<b>Existing Housing System</b>											
Total Revenues	\$70,335,206	\$72,445,263	\$74,618,621	\$76,857,179	\$79,162,895	\$81,537,781	\$83,983,915	\$86,503,432	\$89,098,535	\$91,771,491	\$94,524,636
Total Expenses	43,988,406	45,417,974	46,894,827	48,420,557	49,996,815	51,625,306	53,307,796	55,046,109	56,842,135	58,697,827	60,615,208
University Overhead	4,506,916	4,642,124	4,781,387	4,924,829	5,072,574	5,224,751	5,381,494	5,542,938	5,709,227	5,880,503	6,056,918
Net Operating Income	26,346,801	27,027,288	27,723,794	28,436,622	29,166,079	29,912,475	30,676,119	31,457,323	32,256,400	33,073,664	33,909,428
Annual Net Debt Service	1,833,600	1,833,400	1,835,600	-	-	-	-	-	-	-	-
Debt Service Coverage	14.37	14.74	15.10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
MRA Deposit	2,258,434	2,326,187	2,395,973	2,467,852	2,541,888	2,618,144	2,696,689	2,777,589	2,860,917	2,946,744	3,035,147
Net Cash Flow	22,254,767	22,867,701	23,492,221	25,968,770	26,624,192	27,294,331	27,979,431	28,679,734	29,395,483	30,126,920	30,874,282
<b>Nicholson Gateway</b>											
Total Revenues	\$39,594,978	\$40,782,827	\$42,006,312	\$43,266,501	\$44,564,496	\$45,901,431	\$47,278,474	\$48,696,828	\$50,157,733	\$51,662,465	\$53,212,339
Total Expenses	15,411,275	15,870,313	16,343,122	16,830,116	17,331,719	17,848,371	18,380,522	18,928,638	19,493,197	20,074,693	20,673,634
University Overhead	-	-	-	-	-	-	-	-	-	-	-
Net Operating Income	24,183,703	24,912,514	25,663,190	26,436,385	27,232,777	28,053,060	28,897,952	29,768,190	30,664,536	31,587,772	32,538,705
Annual Net Debt Service	14,417,250	14,415,100	14,418,263	22,783,650	23,492,750	23,493,750	23,491,300	23,487,800	23,491,550	23,490,425	23,492,425
Debt Service Coverage	1.68	1.73	1.78	1.16	1.16	1.19	1.23	1.27	1.31	1.34	1.39
MRA Deposit	1,440,728	1,483,950	1,528,468	1,574,322	1,621,552	1,670,198	1,720,304	1,771,913	1,825,071	1,879,823	1,936,218
Foundation Payment	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
Net Cash Flow	6,325,725	7,013,465	7,716,459	78,413	118,475	889,112	1,686,348	2,508,477	3,347,915	4,217,524	5,110,063
<b>GDP-2</b>											
Total Revenues	\$9,949,360	\$10,247,841	\$10,555,276	\$10,871,934	\$11,198,093	\$11,534,035	\$11,880,056	\$12,236,458	\$12,603,552	\$12,981,658	\$13,371,108
Total Expenses	6,365,020	6,552,670	6,745,951	6,945,029	7,150,080	7,361,282	7,578,821	7,802,886	8,033,672	8,271,382	8,516,224
University Overhead	656,658	676,358	696,648	717,548	739,074	761,246	784,084	807,606	831,834	856,789	882,493
Net Operating Income	3,584,340	3,695,170	3,809,326	3,926,905	4,048,013	4,172,753	4,301,235	4,433,573	4,569,880	4,710,276	4,854,884
Annual Net Debt Service	8,883,750	8,890,500	8,880,625	6,908,875	6,199,625	6,194,500	6,197,750	6,203,500	6,196,625	6,202,000	6,198,875
Debt Service Coverage	0.40	0.42	0.43	0.57	0.65	0.67	0.69	0.71	0.74	0.76	0.78
MRA Deposit	488,458	503,111	518,205	533,751	549,763	566,256	583,244	600,741	618,763	637,326	656,446
Net Cash Flow	(5,787,867)	(5,698,441)	(5,589,504)	(3,515,720)	(2,701,376)	(2,588,003)	(2,479,758)	(2,370,669)	(2,245,509)	(2,129,050)	(2,000,437)
<b>Adjusted Housing System</b>											
Total Revenues	\$119,879,544	\$123,475,931	\$127,180,208	\$130,995,615	\$134,925,483	\$138,973,248	\$143,142,445	\$147,436,718	\$151,859,820	\$156,415,615	\$161,108,083
Total Expenses	65,764,700	67,840,958	69,983,900	72,195,702	74,478,614	76,834,960	79,267,139	81,777,632	84,369,004	87,043,902	89,805,065
University Overhead	5,163,574	5,318,481	5,478,036	5,642,377	5,811,648	5,985,997	6,165,577	6,350,545	6,541,061	6,737,293	6,939,412
Net Operating Income	54,114,844	55,634,973	57,196,309	58,799,912	60,446,869	62,138,288	63,875,306	65,659,086	67,490,816	69,371,712	71,303,018
Annual Net Debt Service	25,134,600	25,139,000	25,134,488	29,692,525	29,692,375	29,688,250	29,689,050	29,691,300	29,688,175	29,692,425	29,691,300
Debt Service Coverage	2.15	2.21	2.28	1.98	2.04	2.09	2.15	2.21	2.27	2.34	2.40
MRA Deposit	4,187,620	4,313,248	4,442,646	4,575,925	4,713,203	4,854,599	5,000,237	5,150,244	5,304,751	5,463,894	5,627,810
Foundation Payment	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
Net Cash Flow	22,792,625	24,182,725	25,619,176	22,531,463	24,041,291	25,595,439	27,186,020	28,817,542	30,497,890	32,215,394	33,983,908
Cumulative Cash Flow	239,407,484	263,590,209	289,209,385	311,740,847	335,782,138	361,377,578	388,563,597	417,381,140	447,879,030	480,094,423	514,078,331
<b>Auxiliary Revenue System</b>											
Senior Gross Debt Service Coverage	79.94	82.36	84.78	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Subordinate Net Coverage	4.55	4.63	4.71	4.29	4.36	4.44	4.52	4.60	4.68	4.76	4.84
Net Cash Flow	\$141,254,188	\$146,276,803	\$151,451,084	\$156,770,184	\$162,247,174	\$167,887,499	\$173,686,841	\$179,653,389	\$185,798,812	\$192,115,343	\$198,620,856

Louisiana Public Facilities Authority Lease Revenue Bonds (Provident Flagship Properties LSU Projects) Summary of Results Phases 1 & 2										
	2052	2053	2054	2055	2056	2057	2058	2059	2060	
<b>Existing Housing System</b>										
Total Revenues	\$97,360,375	\$100,281,186	\$103,289,622	\$106,388,311	\$109,579,960	\$112,867,359	\$116,253,379	\$119,740,981	\$123,333,210	
Total Expenses	62,596,367	64,643,469	66,758,753	68,944,535	71,203,211	73,537,261	75,949,250	78,441,834	81,017,760	
University Overhead	6,238,626	6,425,785	6,618,558	6,817,115	7,021,628	7,232,277	7,449,246	7,672,723	7,902,905	
Net Operating Income	34,764,008	35,637,717	36,530,869	37,443,776	38,376,749	39,330,098	40,304,129	41,299,147	42,315,451	
Annual Net Debt Service	-	-	-	-	-	-	-	-	-	
Debt Service Coverage	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
MRA Deposit	3,126,201	3,219,987	3,316,587	3,416,084	3,518,567	3,624,124	3,732,848	3,844,833	3,960,178	
Net Cash Flow	31,637,807	32,417,730	33,214,282	34,027,691	34,858,182	35,705,974	36,571,282	37,454,314	38,355,272	
<b>Nicholson Gateway</b>										
Total Revenues	\$54,808,709	\$56,452,970	\$58,146,560	\$59,890,956	\$61,687,685	\$63,538,316	\$65,444,465	\$67,407,799	\$69,430,033	
Total Expenses	21,290,543	21,925,959	22,580,438	23,254,551	23,948,887	24,664,054	25,400,676	26,159,396	26,940,878	
University Overhead	-	-	-	-	-	-	-	-	-	
Net Operating Income	33,518,167	34,527,012	35,566,122	36,636,406	37,738,798	38,874,262	40,043,789	41,248,403	42,489,155	
Annual Net Debt Service	23,491,775	23,491,250	23,486,750	23,491,125	23,491,625	-	-	-	-	
Debt Service Coverage	1.43	1.47	1.51	1.56	1.61	N/A	N/A	N/A	N/A	
MRA Deposit	1,994,304	2,054,133	2,115,757	2,179,230	2,244,607	2,311,945	2,381,303	2,452,743	2,526,325	
Foundation Payment	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	
Net Cash Flow	6,032,087	6,981,628	7,963,615	8,966,051	10,002,566	34,562,317	35,662,486	36,795,661	37,962,830	
<b>GDP-2</b>										
Total Revenues	\$13,772,241	\$14,185,409	\$14,610,971	\$15,049,300	\$15,500,779	\$15,965,802	\$16,444,776	\$16,938,120	\$17,446,263	
Total Expenses	8,768,410	9,028,163	9,295,708	9,571,279	9,855,117	10,147,471	10,448,595	10,758,753	11,023,215	
University Overhead	908,968	936,237	964,324	993,254	1,023,051	1,053,743	1,085,355	1,117,916	1,151,453	
Net Operating Income	5,003,831	5,157,246	5,315,263	5,478,021	5,645,662	5,818,332	5,996,182	6,179,367	6,423,048	
Annual Net Debt Service	6,197,125	6,201,125	6,200,500	6,199,500	6,198,125	29,688,125	-	-	-	
Debt Service Coverage	0.81	0.83	0.86	0.88	0.91	0.20	N/A	N/A	N/A	
MRA Deposit	676,139	696,424	717,316	738,836	761,001	783,831	807,346	831,566	856,513	
Net Cash Flow	(1,869,434)	(1,740,303)	(1,602,553)	(1,460,315)	(1,313,464)	(24,653,624)	5,188,836	5,347,801	5,566,535	
<b>Adjusted Housing System</b>										
Total Revenues	\$165,941,326	\$170,919,565	\$176,047,152	\$181,328,567	\$186,768,424	\$192,371,477	\$198,142,621	\$204,086,899	\$210,209,506	
Total Expenses	92,655,320	95,597,591	98,634,899	101,770,365	105,007,215	108,348,785	111,798,520	115,359,982	118,981,853	
University Overhead	7,147,594	7,362,022	7,582,882	7,810,369	8,044,680	8,286,020	8,534,601	8,790,639	9,054,358	
Net Operating Income	73,286,005	75,321,974	77,412,254	79,558,202	81,761,208	84,022,691	86,344,100	88,726,917	91,227,654	
Annual Net Debt Service	29,688,900	29,692,375	29,687,250	29,690,625	29,689,750	29,688,125	-	-	-	
Debt Service Coverage	2.47	2.54	2.61	2.68	2.75	2.83	N/A	N/A	N/A	
MRA Deposit	5,796,645	5,970,544	6,149,660	6,334,150	6,524,175	6,719,900	6,921,497	7,129,142	7,343,016	
Foundation Payment	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	
Net Cash Flow	35,800,461	37,659,055	39,575,343	41,533,427	43,547,284	45,614,666	77,422,603	79,597,775	81,884,638	
Cumulative Cash Flow	549,878,792	587,537,847	627,113,190	668,646,617	712,193,901	757,808,567	835,231,170	914,828,945	996,713,583	
<b>Auxiliary Revenue System</b>										
Senior Gross Debt Service Coverage	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Subordinate Net Coverage	4.92	5.00	5.08	5.16	5.24	5.32	11.30	11.30	11.32	
Net Cash Flow	\$205,316,517	\$212,200,593	\$219,293,127	\$226,582,745	\$234,088,081	\$241,811,687	\$279,445,535	\$287,621,395	\$296,088,966	



**INTENT TO LEASE AGREEMENT FOR THE  
GREENHOUSE DISTRICT PROJECT**

**Between**

**THE BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND  
AGRICULTURAL AND MECHANICAL COLLEGE (the "LSU Board")**

**And**

**THE LSU REAL ESTATE AND FACILITIES FOUNDATION (the "Foundation")**

**THIS INTENT TO LEASE AGREEMENT FOR THE GREENHOUSE DISTRICT PROJECT** (herein "Agreement") is entered into effective as of the 17 day of February, 2017 (the "Effective Date"), by and between

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

and

**LSU REAL ESTATE AND FACILITIES FOUNDATION**, a private nonprofit Louisiana corporation having a principal place of business located at 3976 Nicholson Drive, Baton Rouge, Louisiana, 70802, and represented by James E. Maurin, its duly authorized and empowered Chairman.

provides as follows:

**1. Purpose**

LSU and the LSU Property Foundation (the Property Foundation), a related entity to the LSU Foundation, have previously entered into an Intent to Lease Agreement effective October 24, 2014 (the Nicholson ITL), which ultimately led to the implementation of LSU's Nicholson Gateway Project, the development of over 1,900 beds of student housing and related retail, recreational, and parking facilities.

Since the Nicholson ITL was executed, and after substantial discussion with LSU, the LSU Foundation has caused to be formed another supporting organization for itself and LSU, the LSU Real Estate and Facilities Foundation, for the purpose of engaging in the development of projects like the Nicholson Gateway Project and the closely-related Greenhouse District Project, and the LSU Real Estate and Facilities Foundation is now the preferred vehicle for such development projects. While no changes will be made to the Nicholson Gateway Project leases and other agreements, the function served by the LSU Property Foundation in the Nicholson ITL and the agreements that arose from the process it established shall now be fulfilled by the LSU Real Estate and Facilities Foundation for the Greenhouse District Project.

The competitive processes implemented by the LSU Property Foundation for Nicholson Gateway to select both the Project Manager and the Master Developer for that project expressly provided that a single Project Manager and a single Master Developer would be selected for both the Nicholson Gateway Project and the Greenhouse District Project (the "Project," formerly termed the "Replacement Housing Project" and the "Replacement Hall Project" in the reports, recommendations, and agreements relating to the Nicholson Gateway Project). Those competitive processes resulted in the selection as Project Manager of a joint venture between Brailsford & Dunlavey and CSRS (B&D/CSRS) and the selection of RISE: A Real Estate Company (RISE or

the Master Developer) as the preferred developer, and those selections were ratified by the LSU Board of Supervisors in May 2016.

The purpose of this Intent to Lease Agreement is to provide an outline of the process and guidelines that LSU and the Foundation intend to observe in designing and negotiating the agreements for the Replacement Housing Project with RISE and other entities involved with the project. If an agreement is reached between the Foundation and RISE that is acceptable to LSU, LSU intends to lease the Greenhouse District area (as will be more specifically described in any resulting lease agreement) to the Foundation (the Greenhouse District Lease) pursuant to the authority of La. R.S. 17:3361 or other applicable law, with the Foundation to sublease that area to RISE or other appropriate entities selected by RISE with the consent of LSU and the Foundation for construction of improvements in accordance with the resolution of the Board adopted January 27, 2017, and with the improvements then leased back to LSU through a facilities lease. At LSU's option, LSU may authorize the Foundation to also include in the area to be leased additional land for the purpose of developing other residential housing elsewhere on the LSU campus.

## **2. Project Management Committee and Process**

A. *Formation and voting requirement.* The Foundation will form a Project Management Committee composed of 11 members, four of which will be appointed by the Chairman of the Foundation and two of which will be appointed by the Chairman of the LSU Foundation. Five members will be appointed by the President of LSU. Unless otherwise designated in writing by the President, the LSU members will be the Vice President for Finance and Administration/CFO; the Associate Vice President for Facility and Property Oversight; the Assistant Vice President for Real Estate, Public Partnerships, and Compliance; the Assistant Vice President for Planning, Design, and Construction; and the Assistant Vice President for Residential Life and Housing. The purpose of this Committee is to manage the "Development Period" of the Project, as set forth in subsection C below. The Foundation will engage B&D/CSRS as Project Manager or Development Advisor to assist with these efforts. A 2/3 vote of the Project Management Committee will be required to approve any item.

B. *Conflicts of Interest.* The Committee will adopt, implement and require strict adherence by its Members to a Conflicts of Interest Policy designed to avoid actual and perceived conflicts of interest as well as claims or charges of undue influence or favoritism. Such policy will be substantially in accord with the draft policy attached as Exhibit "A". The Foundation and the Chair of the Project Management Committee may form any additional committees, subcommittees or working groups as may be necessary and appropriate for the efficient completion of their tasks; provided, however, that such committees, subcommittees, or working groups shall be advisory only and shall report to the Project Management Committee. All members of any such working groups or advisory committees will be subject to the Conflicts of Interest Policy referenced above.

C. *Development Period.* The Greenhouse District Project is anticipated to occur in two distinct phases as determined by LSU. Each phase will involve different buildings and other construction projects. Each phase will be financed separately and will entail separate Ground Leases, Development Agreements, and other related agreements. Accordingly, each phase will also have its own Development Period for purposes of this Intent to Lease Agreement. For each phase, the Development Period will consist of the following:

i. The Foundation will negotiate the relevant Ground Lease, Development Agreement, and other related agreements with RISE. To simplify and speed negotiations, the President of LSU and the President of the Foundation may each designate a lead negotiator, and those two negotiators will be primarily responsible for negotiating the terms of the proposed agreements, while each keeping the entire Project Management Committee informed of the status and key issues raised in the negotiations. Unless otherwise designated by the President of LSU, the lead

negotiator for LSU will be the Assistant Vice President for Real Estate, Public Partnerships, and Compliance.

ii. Following approval by the Committee, the proposed Ground Lease and other related agreements for development of the Greenhouse District Project between the Foundation and the LSU Board, and a report of the Project Management Committee documenting its work, will be submitted to the Foundation's Board of Directors and, following approval by the Foundation's Board of Directors, to the LSU Board (and any other agencies required by law) for review and approval.

iii. The Development Period for each phase will be complete upon the approval required by law being obtained for the Ground Lease, Development Agreement, and other related agreements for development of the Greenhouse District Project. The Greenhouse District Lease to the Foundation shall thereafter govern the relationship between LSU and the Foundation with regard to development of the Greenhouse District. The parties anticipate that the Foundation will continue to engage the Project Manager to assist with managing and overseeing the construction of each phase of the project.

### **3. LSU Approvals**

Any proposed Ground Lease Agreements relating to the Project and other appropriate and related agreements shall be subject to final review and approval by the LSU Board and any other agencies required by law. In accordance with applicable LSU policies and procedures, the President of LSU or his designee may grant the Foundation and/or the Project Manager and Master Developer limited and temporary rights of access to the Greenhouse District area and other necessary areas of the LSU campus for purposes of performing site assessments and similar activities such as environmental surveys, topographical surveys, utility surveys and soil borings.

Although some of the agreements negotiated through this process will not include LSU as a party, no such agreements will be executed by any party until authorized or approved by the LSU Board and will not become effective until approved by any other agencies required by law. Notwithstanding any other provision of this Section 3, the Foundation may, with written approval from LSU, execute a Memorandum of Understanding with RISE setting forth the general terms and conditions under which RISE will perform services prior to financial close of one or both phases, including any design or similar fees which may be owed in the event that one or both phases of the Project fail to reach financial close.

### **4. Financial Responsibility**

It is intended that all expenses incurred by the Foundation in connection with the Development Period of the Project shall be the responsibility of the Foundation; however, should the Development Period and execution of agreements required to proceed with construction of the Project be suspended, materially delayed, or abandoned through no fault of the Foundation, LSU shall ensure that reasonable and necessary expenses incurred by the Foundation in connection with the Project are reimbursed in a reasonable time frame not to exceed twelve months. It is intended that, if Phase 1 of the Project reaches financial close, the Foundation will receive reimbursement of all of its appropriate out-of-pocket expenses at that time. It is further intended that if Phase 1 of the Project reaches financial close, the Project Management fees for the Development Period of Phase 2 will be included with the Phase 1 financing.

It is further intended that except to the extent expressly provided herein or otherwise agreed to in writing by LSU, all financial risk and responsibility for the Project shall be borne by the Foundation and the Master Developer, and neither the LSU Board nor the State of Louisiana shall bear any responsibility, whether directly or indirectly, for the fulfillment of any obligations established pursuant to the terms of any agreements entered into by the Foundation, the Project Manager or the Master Developer.

**5. Public Records**


The Foundation shall be solely responsible for maintaining custody and control of records related to the negotiation of any resulting ground lease, development agreement, and other related agreements for the development of the Greenhouse District, and shall not, therefore, be considered public records of LSU. Any documents released for public comment or submitted to LSU pursuant to sections 2B, 2C or 4 of this Agreement shall, of course, be considered public record.

**6. Other**

This Intent to Lease Agreement is not a lease of land or building space to the Foundation and does not obligate LSU to enter into any lease agreement with the Foundation. It does represent LSU's intention for the Foundation to engage a Project Manager and engage in negotiations with the Master Developer for an agreement for the development of the Greenhouse District area. If an acceptable agreement can be reached, LSU expects, but is not obligated, to enter into a lease agreement with the Foundation for the Greenhouse District area, and simultaneously to approve a sublease of that area from the Foundation to the Master Developer.


**THUS DONE AND SIGNED**, on the dates indicated below and effective as of the Effective Date stated above.

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

By:   
F. King Alexander, President of LSU

Date: March 24, 2017

**LSU REAL ESTATE AND FACILITIES FOUNDATION**

By:   
James E. Maurin, Chairman

Date: Feb 17, 2017

**LSU REAL ESTATE AND FACILITIES FOUNDATION**  
Greenhouse District Project, Phase 2; Approval of Implementation

**Summary**

REFF action to date:

- On March 24, 2017, the LSU Real Estate and Facilities Foundation (“REFF”) and the LSU Board of Supervisors (“LSU BOS”) entered into an Intent to Lease Agreement for the Greenhouse District Project (“GDP”).
- On April 5, 2017 REFF entered into a Development Advisor & Program Management Agreement with B&D/CSRS, L.L.C. to facilitate development of the GDP; by resolution adopted February 16, 2017 REFF accepted grant funding from the LSU Foundation for payment for services under this Agreement through financial closing of GDP Phase 2.
- By resolution adopted February 16, 2017 REFF authorized the Chairman to create a special purpose entity, Greenhouse District Project LLC (“GDP LLC”), to facilitate the project following REFF approval of implementation of the GDP.

The Intent to Lease Agreement creates a Project Management Committee (“PMC”) to manage the development phase of the project, and provides a process for approval of implementation of the GDP, in up to three phases. The PMC has reviewed the proposed agreements for GDP Phase 2 and accompanying financial reports, and has adopted the attached PMC Report recommending implementation of GDP Phase 2. Upon REFF approval, the PMC Report and the PMC’s recommendation will be submitted to the LSU BOS for its approval of implementation of GDP Phase 2.

It is further requested that upon LSU BOS approval of implementation, the Manager(s) of GDP LLC be authorized to execute on its behalf the agreements reviewed in the PMC Report and all other agreements and documents necessary to perform the GDP Phase 2, on such terms and conditions as the Manager(s) deem reasonable and in the interests of GDP LLC and REFF.

**Resolution**

THEREFORE, BE IT RESOLVED by the Board of Directors of the LSU Real Estate and Facilities Foundation (“REFF”), that for the purpose of facilitating implementation of the Greenhouse District Project (“GDP”):

I. The attached Project Management Committee Report and its recommendation to proceed with implementation of Phase 2 of the GDP is hereby approved for submission to the LSU Board of Supervisors (“LSU BOS”); and

II. Upon approval of implementation by the LSU BOS, the Managers of Greenhouse District Project LLC are authorized to execute the agreements reviewed in the attached PMC Report, on substantially similar terms as the attached drafts, and all other agreements and documents necessary to perform the GDP Phase 2, on such terms and conditions as the Manager(s) deem reasonable and in the interests of GDP LLC and REFF.



Votes yes: 6\_\_\_\_\_

Votes no: \_\_\_\_\_

Approval date: 04/18/2017 - REFF meeting



**Request from LSU A&M to Authorize the President to Execute a  
Lease for Resurfacing of Bernie Moore Track Stadium with  
Tiger Athletic Foundation**

**To: Members of the Board of Supervisors**

**Date: May 5, 2017**

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

Section 9.A.3 The assignment, lease, transfer, encumbrance or sale of land, mineral rights, rights of way, servitudes, or other immovable property owned or controlled by the University.

Section 9.A.5. (i). Any contract or series of related contracts for the design, construction, renovation, or other capital improvement of any building or other immovable property involving a cost greater than \$1,000,000.

**1. Summary of Matter**

Tiger Athletic Foundation (“TAF”) requests consideration and approval to lease certain portions of Bernie Moore Track Stadium to TAF for the purpose of permitting TAF to remove and replace the existing artificial track surface and perform related improvements (the “Work”) at TAF’s cost and in strict accordance with plans and specifications approved by LSU and applicable LSU policies and procedures. The proposed lease would be effective as of July 15, 2017, and terminate on either December 31, 2017, or donation of the completed Work to LSU, whichever is earlier, unless extended upon written consent by the President of LSU.

**2. Review of Business Plan**

TAF has sufficient accumulated funds and private contributions that may be used for the purpose of paying expenses incurred by TAF for design and construction of the Work.

**3. Fiscal Impact**

The cost of the Work is estimated at less than One Million Four Hundred Thousand Dollars (\$1,400,000), including design, construction and contingency. The estimated cost of the Work 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 funds.

The cost of the work has been discounted by Mondo USA, Inc., the manufacturer of the current track surface, which was installed in 2010. This discount has been offered by the manufacturer (despite the fact that the surface is no longer subject to warranty) in light of problems that have arisen in connection with the current surface. In recognition of the discount provided, and although no formal claim or proceeding has been commenced, the manufacturer requests that LSU release any and all claims that LSU may have against the manufacturer based on any alleged defects in manufacturing or workmanship associated with the current surface. In light of the fact that the warranty provided in connection with the current surface is no longer in effect, the claims being release by LSU are of little if any value.

#### **4. Description of Competitive Process**

Because the manufacturer of the current surface has heavily discounted its pricing for this project based on issues that have arisen with portions of the existing surface, a proposed contract has been negotiated between TAF and the manufacturer, Mondo USA, Inc.

#### **5. Review of Legal Documents**

Before execution by the President, all legal documents will be reviewed by LSU for legal sufficiency and compliance with LSU policies, procedures and practices. Pursuant to the terms of the attached Lease Amendment, Board will grant to TAF and its contractors rights of access and use of LSU property for the sole purpose of permitting the Work. Lease provisions include requirements that: construction must be at TAF's expense; 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 Board as dual-obligees; unless waived by the LSU Representative, contractors must provide specific insurance in certain minimum amounts naming the Board and TAF as additional insureds; and, Plans and Specifications must be approved by the LSU Representative prior to commencement of construction.

#### **6. Parties of Interest**

Board, LSUA&M, Tiger Athletic Foundation and Mondo USA, Inc., are the primary parties in interest.

#### **7. Related Transactions**

Mutual release of all claims between LSU and Mondo USA, Inc., based on issues arising in connection with the Bernie Moore Track surface installed in 2010.

#### **8. Conflicts of Interest**

None.

#### **ATTACHMENTS**

- I. Draft Lease Agreement for Resurfacing of Bernie Moore Track Stadium
- II. Draft Settlement Agreement

### **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College authorizes F. King Alexander, in his capacity as President of LSU, to execute a Lease to Tiger Athletic Foundation in order to facilitate removal and replacement of the track surface located in the Bernie Moore Track Stadium, and to execute related agreements, including without limitation a settlement agreement providing for a mutual release of all claims between LSU and Mondo USA, Inc., as may be reasonably necessary to facilitate the project;

**BE IT FURTHER RESOLVED** that the Board, pursuant to the Uniform Affiliation Agreement between it and the Tiger Athletic Foundation, finds an acceptable University purpose for Tiger Athletic Foundation to enter into the proposed Lease, and any related or ancillary contracts and agreements reasonably necessary for the project; and,

**BE IT FURTHER RESOLVED** that F. King Alexander, in his capacity as President of LSU, 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 Board of Supervisors.

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**LEASE AGREEMENT FOR RESURFACING OF  
BERNIE MOORE TRACK STADIUM**

**THIS LEASE AGREEMENT FOR RESURFACING OF BERNIE MOORE TRACK STADIUM** (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, F. King Alexander, in his capacity as President of LSU, 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 Richard B. Perry, 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 (“University”), 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;

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**WHEREAS**, Board is the owner of the immovable property including but not limited to an outdoor track and field facility known as Bernie Moore Track Stadium (“Stadium”) and other improvements described on Exhibit “A” (the immovable property, Stadium and other improvements described on Exhibit “A” are sometimes collectively referred to as the “Land”);

**WHEREAS**, Foundation desires to lease the Land for the purpose of removing and replacing the existing artificial surface and making related improvements, all at Foundation’s expense and in accordance with design standards established by the Board and/or University, 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, building codes, resolutions and orders of any Governmental Authority, including but not limited to applicable rules, regulations and architectural standards of University and Board, 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

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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 July 17, 2017, 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; (b) all necessary approvals of this Lease, as required by Applicable Laws, are obtained; and, (c) the final Plans and Specifications have been approved and a Notice to Proceed has been authorized and issued in accordance with the terms of this Lease, including but not limited to Section 4.1B.

“**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.

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

“**Improvements**,” refers to the improvements and related work to be made by Foundation in accordance with the Plans and Specifications and the terms of this Lease, said improvements including, but not limited to, the following: removal and replacement of the existing track surface in Bernie Moore Track Stadium.

“**LSU**” refers to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, including the campus of the Board at which the Work is to be performed.

“**LSU Representative**”, refers to the President of LSU or the Vice President for Finance and Administration and CFO of LSU acting as the President’s designees. With respect to matters involving construction and design, including, without limitation, approvals of Plans and Specifications, Construction Contracts, Change Orders, Notices to Proceed, Punch Lists, and Substantial Completion, the term LSU Representative shall refer to the LSU Associate Vice President for Facilities and Property Oversight.

“**LSU Rules and Regulations**” refers to all current and future rules, regulations, procedures and directives promulgated by or pursuant to authority granted to LSU.

“**LSU Construction Monitor**,” one or more persons designated and authorized from time to time by the Associate Vice President for Facilities and Property Oversight to monitor Foundation’s construction progress during the construction phase of the Improvements or any other Work who shall be either a licensed architect or a licensed engineer. The initial LSU Construction Monitor shall be LSU’s Director of Planning, Design and Construction.

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“**Payment and Performance Bonds,**” refers to payment and performance bonds required in connection with performance of the Work and described in Section 4D of this Lease.

“**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 the LSU Construction Monitor and the LSU Representative, 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 Construction Monitor and 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, (b) the LSU Construction Monitor and the LSU Representative have given written approval of the Architect's certificate, which approval shall not be unreasonably delayed, withheld or conditioned, and (c) governmental certificates and approvals required to allow beneficial use and occupancy of the Improvements by the University have been obtained, including, but not limited to, a Certificate of Occupancy (whether temporary or final if applicable) and State Fire Marshal approval.

“**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 in accordance with the provisions hereof; (b) donation of the Improvements to Board as provided for herein; or (c) December 1, 2017.



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 to design and construct the Improvements, will not exceed One Million Four Hundred Thousand and 00/100 Dollars (\$1,400,000.00), all of which cost and expense shall be paid by Foundation from accumulated funds or private contributions. The amount estimated for costs and expense 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, overfill, 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 approved by the LSU Construction Monitor 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. Any change in work and materials relating to construction of the Improvements which either (1) materially alters the exterior appearance of the Improvements, or (2) materially alters the quality of materials or the interior appearance of any buildings forming part of the Improvements and costs more than Fifty Thousand and 00/100 Dollars (\$50,000.00), is subject to the prior review and approval of the LSU Representative, which approval shall not be unreasonably withheld, delayed or conditioned. Foundation shall notify the LSU Representative in writing of any such proposed changes in work or materials, and provide to the LSU Representative copies of the proposed changes, and the LSU Representative shall either approve or disapprove any such changes within seven (7) Business Days after receipt of such notice from Foundation. If the LSU Representative fails to respond within such seven (7) day period, it shall be deemed that LSU approves such changes. Notification to the LSU Representative shall include copies of proposed change orders approved by the Contractor, the Architect, the Foundation and the LSU Construction Monitor, and shall further include sufficient information for the LSU Representative to make a determination whether to approve or disapprove such changes in the Work or materials. Complete copies of all final change orders shall be provided to the LSU Representative no later than the commencement of the Work represented by the change order, even if LSU Representative approval is not required. Changes in work or materials relating to construction of the Improvements not required to be submitted to the LSU Representative by this

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section shall be submitted in writing (unless written submission is waived by the LSU Construction Monitor) to and received by the LSU Construction Monitor who shall either approve or disapprove any such changes within two (2) Business Days after receipt of such request and copies of the proposed changes from Foundation. If the LSU Construction Monitor fails to respond within such two (2) Business Day period, it shall be deemed that he approves such changes.

No change order to the Construction Contract which materially and substantially deviates from the Construction Contract as originally approved 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 July 17, 2017, or within thirty (30) days after the LSU Representative has given written approval to the notice to proceed, whichever is later; and (2) make best reasonable efforts to achieve Substantial Completion of all Work on or before October 17, 2017, but in any event to complete all Work on or before December 31, 2017. 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 Payment and Performance Bonds shall be recorded

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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 University and Board. It is not acting as agent for University or Board, and Foundation has no authority to obligate University 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.
- (v) It is understood and agreed that the Board, its members, employees and agents including but not limited to the LSU Representative and the LSU Construction Monitor, shall owe no legal duty to or assume any liability or responsibility to any party as a result of or in connection with

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any consent, approval or review given or undertaken in connection with the Work. No party shall infer, based on any consent, approval or review given or undertaken by the Board, its members, employees and agents including but not limited to the LSU Representative and the LSU Construction Monitor, agreement with or endorsement of the particular matter at issue; rather, such consent, approval or review shall only be deemed to indicate “no objection” to the particular matter at issue.

D. Payment and Performance Bonds

Foundation shall require that the Contractor provide a performance and labor and materials payment bond(s) 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 Contract Sum or the Guaranteed Maximum Price as defined and established in the Construction Contract. 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 Construction Monitor, 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 and donated to the Board. Board shall not be responsible for any maintenance or repairs to the Land or the Work during the term

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of this Lease. The LSU Construction Monitor and 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. 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 reasonably necessary in order for the Foundation to fulfill its obligations hereunder, provided, however, that (1) such access routes are approved in writing by the LSU Construction Monitor; and (2) Foundation shall not unreasonably interfere with Board's (or Board's lessee's) use of such other property.

G. LSU Rules and Regulations; Access During Construction

Foundation agrees that it will comply with all Board and University 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. At all times during construction, the LSU Construction Monitor, the LSU Representative and any individuals authorized by the LSU Representative 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.

H. Signage

Before erecting or placing any sign upon the Land or the Improvements,

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Foundation shall submit the design specifications of such sign to the LSU Construction Monitor for approval. Foundation may only erect or place signage hereunder if it has obtained the prior written approval of the University Construction Monitor.

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 any portion of 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 the 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

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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



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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

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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 the LSU Representative with evidence that the Architect 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 Unless otherwise approved by the LSU Representative in writing, the following requirements shall be applicable to insurance policies and coverages required pursuant to the terms of this Lease:

A. Required Insurance Shall Be Primary

All insurance required hereby shall be primary as respects Board, its members, officers, employees and authorized agents. Any insurance or self-insurance maintained by the Louisiana Office of Risk Management and Board shall be excess and noncontributory of Foundation or any Contractors' insurance.

B. Failure to Comply With Reporting Requirements

Any failure of the Foundation or Contractor to comply with reporting requirements of a policy required hereby shall not affect coverage provided to Board, its members, officers, employees and authorized agents.

C. Application of Multiple Policies

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The Foundation's and/or Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy limits.

D. No Release

Neither the acceptance of the completed Work nor the payment therefor shall release the Foundation or Contractor or insurer from applicable obligations of the insurance requirements or indemnification requirements set forth herein.

E. No Recourse

The insurance companies issuing the required policies shall have no recourse against Board for payment of premiums or for assessments under any form of the policies.

F. Excess Insurance

Excess umbrella insurance may be used to meet the minimum requirements for the general liability and automobile liability only.

G. Deductibles and SIR's

The Foundation and/or Contractor shall be responsible for all deductibles and self-insured retentions.

H. No Special Limitations

The coverage required hereunder shall contain no special limitations (e.g. limitations beyond those that are normal and customary based on the policy, coverage and activity insured) on the scope of protection afforded to Board, its members, officers, employees and authorized agents.

I. Licensed Louisiana Insurers

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All insurance shall be obtained through insurance companies duly licensed and authorized to do business in the State of Louisiana, which, to the extent available on commercially reasonable terms, bear a rating of A+:XV in the latest A. M. Best Co. ratings guide. If at any time an insurer issuing a policy hereunder does not meet the minimum A. M. Best Co. ratings, and such requirement has not been waived in writing by the LSU Representative, the Foundation and/or Contractor shall obtain a policy with an insurer that meets the A. M. Best Co., rating required and shall submit another Certificate of Insurance as required hereunder.

J. Occurrence Based Policies

All insurance required hereunder, with the exception of Architect's Design Errors and Omissions policies, shall be occurrence coverage. Except as specifically permitted herein, claims-made policies are not allowed.

K. Verification of Coverage

The Foundation shall furnish the LSU Representative with Certificates of Insurance reflecting proof of coverage required hereunder. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the LSU Representative before Work commences and upon any contract renewal thereafter. The LSU Representative reserves the right to request complete certified copies of all required insurance policies at any time. Said certificates and policies shall to the extent allowed by law provide at least a twenty (20) day written notification to the LSU Representative prior to the cancellation thereof. Upon failure of the Foundation to furnish, deliver and maintain such insurance as provided herein, and expiration of any applicable cure period, then Board may, but shall not shall be obligated to, obtain said insurance on behalf

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of the Foundation at the Foundation's commercially reasonable cost and expense. Failure of the Foundation to purchase and/or maintain, either itself or through its contractor(s), any required insurance, shall not relieve the Foundation from any liability or indemnification hereunder.

L. Additional Insureds

The Foundation, Board and its members, officers, employees and authorized agents shall each be named as additional insureds on all policies required hereby.

M. Additional Insurance

The LSU Representative may review Foundation's required insurance as stated herein at the time of renewal of the policies or at the time of a material change, and the LSU Representative reserves the right to require reasonable additional limits or coverages to the extent available at commercially reasonable rates. Foundation agrees to comply with any such reasonable request by the LSU Representative or to allow reasonable changes or reductions in coverages.

N. Blanket Policies

If any blanket general insurance policy of Foundation complies with the requirements of this Lease, such insurance shall fulfill the requirements set forth herein.

O. Limitation on Liability

The insurance and other provisions of this Lease do not waive or abrogate, are not intended to waive or abrogate, and shall not be interpreted to waive or abrogate the limitation on liability established under La. R.S. 13:5106 for Board.

6.

**DONATION OF IMPROVEMENTS AND TITLE TO IMPROVEMENTS**

6.1 Foundation agrees to donate the Improvements to Board after (a) final acceptance of all 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 the LSU Representative and Foundation, the Work shall not be donated to Board until the events in both (a) and (b) of this paragraph have occurred; however, for good cause as determined by the LSU Representative in his sole discretion, the Work may be donated to Board following Substantial Completion subject to Foundation's obligation to satisfactorily complete any outstanding punch list items and satisfy any outstanding liens and payment obligations relating to the Work. 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 completed 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

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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 ten (10) years following the Warranty Commencement Date, all defects in materials and workmanship;
- (b) For ten (10) 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

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require Foundation to transfer all of its right, title and interest in this Lease, in any funds (subject to applicable donor restrictions and the terms of any valid and perfected liens, pledges and security interests) 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 Board's members, officers and employees unless said 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, to the extent allowed by Applicable Laws, be limited to insurance proceeds which are available for this purpose.

7.2 To the extent allowed by Applicable Laws, Board, agrees to indemnify, defend and hold Foundation harmless against any loss for damages or injuries that may be suffered by



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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), 6.1(b) and 6.2 hereof, or at the latest on December 31, 2017. This Lease may be extended by written consent of both parties, which consent may be granted by the LSU Representative.

**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

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Agricultural and Mechanical College  
Attention: F. King Alexander  
President of LSU  
3810 West Lakeshore Drive  
Baton Rouge, LA 70808

Foundation: Tiger Athletic Foundation  
Attention: Richard B. Perry, 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

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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

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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 (subject to applicable donor restrictions and the terms of any valid and perfected liens, pledges and security interests) 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

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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

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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 wavier 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

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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 LSU Representative, and any attempt of assignment without the prior written consent of the LSU Representative 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 LSU Representative, and any attempt to mortgage or encumber without the prior written consent of the LSU Representative 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.

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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 University 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 LSU System to act as the LSU Representative, the LSU Associate Vice President for Facility and Property Oversight is hereby authorized to act as the LSU Representative. It is understood and agreed that the Board, its members, employees and agents including but not limited to the LSU Representative and the LSU Construction Monitor, shall owe no legal duty to or assume any liability or responsibility to any party as a result of or in connection with any consent, approval or review given or undertaken in connection with this Lease or the Work. No party shall infer, based on any consent, approval or review given or undertaken by the Board, its members, employees and agents including but not limited to the LSU Representative and the LSU Construction Monitor, agreement with or endorsement of the particular matter at issue;



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rather, such consent, approval or review shall only be deemed to indicate “no objection” to the particular matter at issue.

12.14 Oversight By Division of Administration Office of Facility Planning and Control (“OFPC”). Design and construction of the Improvements is subject to oversight by OFPC in accordance with La. R. S. 17:3361 (A) (2), and such oversight includes, but is not limited to (a) the right to review and approve plans and specifications prior to commencement of construction and to require changes to conform to Applicable Laws, including space and quality standards, and (b) the right to conduct periodic inspections during construction to ensure that all work is being performed in compliance with the OFPC approved Plans and Specifications.

12.15 Entire Agreement.

This Lease, together with the exhibits attached hereto, contain the final and entire agreement between the parties hereto with respect to the 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.

**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**

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**AND MECHANICAL COLLEGE**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
F. King Alexander  
President of LSU

**TIGER ATHLETIC FOUNDATION**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Richard B. Perry, President and CEO

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STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**ACKNOWLEDGMENT**

**BE IT KNOWN** that on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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 F. King Alexander, appearing herein in his capacity as President of LSU, 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:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
F. King Alexander  
President of LSU

\_\_\_\_\_  
NOTARY PUBLIC

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STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**ACKNOWLEDGMENT**

**BE IT KNOWN** that on this \_\_\_\_ day of \_\_\_\_\_, 2017, 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 Richard B. Perry, 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:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Richard B. Perry, President and CEO

\_\_\_\_\_  
NOTARY PUBLIC

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**EXHIBIT "A"**  
PROPERTY DESCRIPTION



**Request from LSU A&M to Authorize the President to Execute a  
Lease for Installation of a Distributed Television System in Tiger Stadium  
with  
Tiger Athletic Foundation**

**To: Members of the Board of Supervisors**

**Date: May 5, 2017**

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

Section 9.A.3 The assignment, lease, transfer, encumbrance or sale of land, mineral rights, rights of way, servitudes, or other immovable property owned or controlled by the University.

Section 9.A.5. (i). Any contract or series of related contracts for the design, construction, renovation, or other capital improvement of any building or other immovable property involving a cost greater than \$1,000,000.

**1. Summary of Matter**

Tiger Athletic Foundation (“TAF”) requests consideration and approval to lease Tiger Stadium to TAF for the purpose of permitting TAF to install a distributed television system and related improvements (the “Work”) at TAF’s cost and in strict accordance with plans and specifications approved by LSU and applicable LSU policies and procedures. The Work will include the installation of head - end equipment capable of supporting a distributed television system in Tiger Stadium, the Pete Maravich Assembly Center and Alex Box Stadium; the installation of televisions at appropriate locations within Tiger Stadium; networking IT equipment; providing new power or relocating power as necessary for televisions in Tiger Stadium; and related work. The proposed lease would be effective as of July 1, 2017, and terminate on either December 31, 2017, or donation of the completed Work to LSU, whichever is earlier, unless extended upon written consent by the President of LSU. The current schedule provides for work to be substantially complete on or before September 1, 2017.

**2. Review of Business Plan**

TAF has sufficient accumulated funds and private contributions that may be used for the purpose of paying expenses incurred by TAF for design and construction of the Work.

**3. Fiscal Impact**

The cost of the Work, including the purchase and installation of all equipment is estimated at less than Four Million Dollars (\$4,000,000). The estimated cost of the Work 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 funds.

**4. Description of Competitive Process**

The Work, including the purchase of equipment will be awarded based on competitive bids.

**5. Review of Legal Documents**

Before execution by the President, all legal documents will be reviewed by LSU for legal sufficiency and compliance with LSU policies, procedures and practices. Pursuant to the terms of the attached Lease, the Board will grant to TAF and its contractors rights of access and use of LSU property for the sole purpose of performing the Work. Lease provisions include requirements that: construction must be at TAF's expense; 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 Board as dual-obligees; unless waived by the LSU Representative, contractors must provide specific insurance in certain minimum amounts naming the Board and TAF as additional insureds; and, Plans and Specifications must be approved by the LSU Representative prior to commencement of construction.

**6. Parties of Interest**

Board, LSUA&M and Tiger Athletic Foundation, are the primary parties in interest.

**7. Related Transactions**

None.

**8. Conflicts of Interest**

None.

**ATTACHMENTS**

Draft Lease Agreement for Installation of Distributed Television System in Tiger Stadium

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College authorizes F. King Alexander, in his capacity as President of LSU, to execute a Lease to Tiger Athletic Foundation in order to permit the installation of a distributed television system in Tiger Stadium, and to execute related agreements as may be reasonably necessary to facilitate the project;

**BE IT FURTHER RESOLVED** that the Board, pursuant to the Uniform Affiliation Agreement between it and the Tiger Athletic Foundation, finds an acceptable University purpose for Tiger Athletic Foundation to enter into the proposed Lease, and any related or ancillary contracts and agreements reasonably necessary for the project; and,

**BE IT FURTHER RESOLVED** that F. King Alexander, in his capacity as President of LSU, 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 Board of Supervisors.

**LEASE AGREEMENT FOR INSTALLATION OF  
DISTRIBUTED TELEVISION SYSTEM IN TIGER STADIUM**

**THIS LEASE AGREEMENT FOR INSTALLATION OF DISTRIBUTED  
TELEVISION SYSTEM IN TIGER STADIUM** (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, F. King Alexander, in his capacity as President of LSU, 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 Richard  
B. Perry, 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 ("University"), 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 a building know as Tiger Stadium (“Stadium”) situated on land also owned by the Board (the Stadium and land further described on Exhibit “A” are sometimes collectively referred to as the “Land”);

**WHEREAS**, Foundation desires to lease the Land for the purpose of installing a distributed television system and making related improvements, all at Foundation’s expense and in accordance with design standards established by 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 all work 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, building codes, resolutions and orders of any Governmental Authority, including but not limited to applicable rules, regulations and architectural standards of University and Board, 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 July 1, 2017, 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; (b) all necessary approvals of this Lease, as required by Applicable Laws, are obtained; and, (c) the final Plans and Specifications have been approved and a Notice to Proceed has been authorized and issued in accordance with the terms of this Lease, including but not limited to Section 4.1B.

“**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.

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

“**Improvements**,” refers to the improvements and related work to be made by Foundation in accordance with the Plans and Specifications and the terms of this Lease, said improvements including, but not limited to, the following: the installation of head - end equipment capable of supporting a distributed television system in Tiger Stadium, the Pete Maravich Assembly Center and Alex Box Stadium; the installation of televisions at appropriate locations within Tiger Stadium; networking IT equipment; adding new power or relocating power as necessary for televisions; and related work.

“**LSU**” refers to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, including the campus of the Board at which the Work is to be performed.

“**LSU Representative**”, refers to the President of LSU or the Vice President for Finance and Administration and CFO of LSU acting as the President’s designees. With respect to matters involving construction and design, including, without limitation, approvals of Plans and Specifications, Construction Contracts, Change Orders, Notices to Proceed, Punch Lists, and Substantial Completion, the term LSU Representative shall refer to the LSU Associate Vice President for Facilities and Property Oversight.

“**LSU Rules and Regulations**” refers to all current and future rules, regulations, procedures and directives promulgated by or pursuant to authority granted to LSU.

“**LSU Construction Monitor**,” one or more persons designated and authorized from time to time by the Associate Vice President for Facilities and Property Oversight to monitor Foundation’s construction progress during the construction phase of the Improvements or any other Work who shall be either a licensed architect or a licensed engineer. The initial LSU Construction Monitor shall be LSU’s Director of Planning, Design and Construction.

“**Payment and Performance Bonds**,” refers to payment and performance bonds required

in connection with performance of the Work and described in Section 4D of this Lease.

“**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 the LSU Construction Monitor and the LSU Representative, 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 Construction Monitor and 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, (b) the LSU Construction Monitor and the LSU Representative have given written approval of the Architect's certificate, which approval shall not be unreasonably delayed, withheld or conditioned, and (c) governmental certificates and approvals required to allow beneficial use and occupancy of the Improvements by the University have been obtained, including, but not limited to, a Certificate of Occupancy (whether temporary or final if applicable) and State Fire Marshal approval.

“**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 in accordance with the provisions hereof; (b) donation of the Improvements to Board as provided for herein; or (c) December 1, 2017.

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 to design and construct the Improvements, will not exceed Four Million and 00/100 Dollars (\$4,000,000.00), all of which cost and expense shall be paid by Foundation from accumulated funds or private contributions. The amount estimated for costs and expense 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 approved by the LSU Construction Monitor 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. Any change in work and materials relating to construction of the Improvements which either (1) materially alters the exterior appearance of the Improvements, or (2) materially alters the quality of materials or the interior appearance of any buildings forming part of the Improvements and costs more than One Hundred Thousand and 00/100 Dollars (\$100,000.00), is subject to the prior review and approval of the LSU Representative, which approval shall not be unreasonably withheld, delayed or conditioned. Foundation shall notify the LSU Representative in writing of any such proposed changes in work or materials, and provide to the LSU Representative copies of the proposed changes, and the LSU Representative shall either approve or disapprove any such changes within seven (7) Business Days after receipt of such notice from Foundation. If the LSU Representative fails to respond within such seven (7) day period, it shall be deemed that LSU approves such changes. Notification to the LSU Representative shall include copies of proposed change orders approved by the Contractor, the Architect, the Foundation and the LSU Construction Monitor, and shall further include sufficient information for the LSU Representative to make a determination whether to approve or disapprove such changes in the Work or materials. Complete copies of all final change orders shall be provided to the LSU Representative no later than the commencement of the Work represented by the change order, even if LSU Representative approval is not required. Changes in work or materials relating to construction of the Improvements not required to be submitted to the LSU Representative by this

section shall be submitted in writing (unless written submission is waived by the LSU Construction Monitor) to and received by the LSU Construction Monitor who shall either approve or disapprove any such changes within two (2) Business Days after receipt of such request and copies of the proposed changes from Foundation. If the LSU Construction Monitor fails to respond within such two (2) Business Day period, it shall be deemed that he approves such changes.

No change order to the Construction Contract which materially and substantially deviates from the Construction Contract as originally approved 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 July 1, 2017, or within thirty (30) days after the LSU Representative has given written approval to the notice to proceed, whichever is later; and (2) make best reasonable efforts to achieve Substantial Completion of all Work on or before September 1, 2017, but in any event to complete all Work on or before December 31, 2017. 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 Payment and Performance Bonds 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 University and Board. It is not acting as agent for University or Board, and Foundation has no authority to obligate University 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.

(v) It is understood and agreed that the Board, its members, employees and agents including but not limited to the LSU Representative and the LSU Construction Monitor, shall owe no legal duty to or assume any liability or responsibility to any party as a result of or in connection with any consent, approval or review given or undertaken in connection with

the Work. No party shall infer, based on any consent, approval or review given or undertaken by the Board, its members, employees and agents including but not limited to the LSU Representative and the LSU Construction Monitor, agreement with or endorsement of the particular matter at issue; rather, such consent, approval or review shall only be deemed to indicate “no objection” to the particular matter at issue.

D. Payment and Performance Bonds

Foundation shall require that the Contractor provide a performance and labor and materials payment bond(s) 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 Contract Sum or the Guaranteed Maximum Price as defined and established in the Construction Contract. 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 Construction Monitor, 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 and donated to the Board. Board shall not be responsible for any maintenance or repairs to the Land or the Work during the term of this Lease. The LSU Construction Monitor and 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. 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 reasonably necessary in order for the Foundation to fulfill its obligations hereunder, provided, however, that (1) such access routes are approved in writing by the LSU Construction Monitor; and (2) Foundation shall not unreasonably interfere with Board's (or Board's lessee's) use of such other property.

G. LSU Rules and Regulations; Access During Construction

Foundation agrees that it will comply with all Board and University 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. At all times during construction, the LSU Construction Monitor, the LSU Representative and any individuals authorized by the LSU Representative 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.

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 Construction Monitor for approval. Foundation may only erect or place signage hereunder if it has obtained the prior written approval of the University Construction Monitor.

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 any portion of 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 the 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 discontinued 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 the LSU Representative

with evidence that the Architect 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 Unless otherwise approved by the LSU Representative in writing, the following requirements shall be applicable to insurance policies and coverages required pursuant to the terms of this Lease:

A. Required Insurance Shall Be Primary

All insurance required hereby shall be primary as respects Board, its members, officers, employees and authorized agents. Any insurance or self-insurance maintained by the Louisiana Office of Risk Management and Board shall be excess and noncontributory of Foundation or any Contractors' insurance.

B. Failure to Comply With Reporting Requirements

Any failure of the Foundation or Contractor to comply with reporting requirements of a policy required hereby shall not affect coverage provided to Board, its members, officers, employees and authorized agents.

C. Application of Multiple Policies

The Foundation's and/or Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy limits.

D. No Release

Neither the acceptance of the completed Work nor the payment therefor shall release the Foundation or Contractor or insurer from applicable obligations of the insurance requirements or indemnification requirements set forth herein.

E. No Recourse

The insurance companies issuing the required policies shall have no recourse against Board for payment of premiums or for assessments under any form of the policies.

F. Excess Insurance

Excess umbrella insurance may be used to meet the minimum requirements for the general liability and automobile liability only.

G. Deductibles and SIR's

The Foundation and/or Contractor shall be responsible for all deductibles and self-insured retentions.

H. No Special Limitations

The coverage required hereunder shall contain no special limitations (e.g. limitations beyond those that are normal and customary based on the policy, coverage and activity insured) on the scope of protection afforded to Board, its members, officers, employees and authorized agents.

I. Licensed Louisiana Insurers

All insurance shall be obtained through insurance companies duly licensed and authorized to do business in the State of Louisiana, which, to the extent available on commercially reasonable terms, bear a rating of A+:XV in the latest A. M. Best Co. ratings guide. If at any time an insurer issuing a policy hereunder does not meet the minimum A. M. Best Co. ratings, and such requirement has not been waived in writing by the LSU Representative, the Foundation and/or Contractor shall obtain a policy with an insurer that meets the A. M. Best Co., rating required and shall submit another Certificate of Insurance as required hereunder.

J. Occurrence Based Policies

All insurance required hereunder, with the exception of Architect's Design Errors and Omissions policies, shall be occurrence coverage. Except as specifically permitted herein, claims-made policies are not allowed.

K. Verification of Coverage

The Foundation shall furnish the LSU Representative with Certificates of Insurance reflecting proof of coverage required hereunder. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the LSU Representative before Work commences and upon any contract renewal thereafter. The LSU Representative reserves the right to request complete certified copies of all required insurance policies at any time. Said certificates and policies shall to the extent allowed by law provide at least a twenty (20) day written notification to the LSU Representative prior to the cancellation thereof. Upon failure of the Foundation to furnish, deliver and maintain such insurance as provided herein, and expiration of any applicable cure period, then Board may, but shall not shall be obligated to, obtain said insurance on behalf of the Foundation at the Foundation's commercially reasonable cost and expense. Failure of the Foundation to purchase and/or maintain, either itself or through its contractor(s), any required insurance, shall not relieve the Foundation from any liability or indemnification hereunder.

L. Additional Insureds

The Foundation, Board and its members, officers, employees and authorized agents shall each be named as additional insureds on all policies required hereby.

M. Additional Insurance

The LSU Representative may review Foundation's required insurance as stated herein at the time of renewal of the policies or at the time of a material change, and the LSU Representative reserves the right to require reasonable additional limits or coverages to the extent available at commercially reasonable rates. Foundation agrees to comply with any such reasonable request by the LSU Representative or to allow reasonable changes or reductions in coverages.

N. Blanket Policies

If any blanket general insurance policy of Foundation complies with the requirements of this Lease, such insurance shall fulfill the requirements set forth herein.

O. Limitation on Liability

The insurance and other provisions of this Lease do not waive or abrogate, are not intended to waive or abrogate, and shall not be interpreted to waive or abrogate the limitation on liability established under La. R.S. 13:5106 for Board.

**6.**

**DONATION OF IMPROVEMENTS AND TITLE TO IMPROVEMENTS**

6.1 Foundation agrees to donate the Improvements to Board after (a) final acceptance of all 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 the LSU Representative and Foundation, the Work shall not be donated to Board until the events in both (a) and (b) of this paragraph have occurred; however, for good cause as determined by the LSU Representative in his sole discretion, the Work may be



donated to Board following Substantial Completion subject to Foundation's obligation to satisfactorily complete any outstanding punch list items and satisfy any outstanding liens and payment obligations relating to the Work. 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 completed 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 ten (10) years following the Warranty Commencement Date, all defects in materials and workmanship;
- (b) For ten (10) 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 (subject to applicable donor restrictions and the terms of any valid and perfected liens, pledges and security interests) 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 Board's members, officers and employees unless said 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, to the extent allowed by Applicable Laws, be limited to insurance proceeds which are available for this purpose.

7.2 To the extent allowed by Applicable Laws, 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), 6.1(b) and 6.2 hereof, or at the latest on December 31, 2017. This Lease may be extended by written consent of both parties, which consent may be granted by the LSU Representative.

### **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: F. King Alexander  
President of LSU  
3810 West Lakeshore Drive  
Baton Rouge, LA 70808

Foundation: Tiger Athletic Foundation  
Attention: Richard B. Perry, 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 (subject to applicable donor restrictions and the terms of any valid and perfected liens, pledges and security interests) 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 LSU Representative, and any attempt of assignment without the prior written consent of the LSU Representative 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 LSU Representative, and any attempt to mortgage or encumber without the prior written consent of the LSU Representative 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 University 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 LSU System to act as the LSU Representative, the LSU Associate Vice President for Facility and Property Oversight is hereby authorized to act as the LSU Representative. It is understood and agreed that the Board, its members, employees and agents including but not limited to the LSU Representative and the LSU Construction Monitor, shall owe no legal duty to or assume any liability or responsibility to any party as a result of or in connection with any

consent, approval or review given or undertaken in connection with this Lease or the Work. No party shall infer, based on any consent, approval or review given or undertaken by the Board, its members, employees and agents including but not limited to the LSU Representative and the LSU Construction Monitor, agreement with or endorsement of the particular matter at issue; rather, such consent, approval or review shall only be deemed to indicate “no objection” to the particular matter at issue.

12.14 Oversight By Division of Administration Office of Facility Planning and Control (“OFPC”). Design and construction of the Improvements is subject to oversight by OFPC in accordance with La. R. S. 17:3361 (A) (2), and such oversight includes, but is not limited to (a) the right to review and approve plans and specifications prior to commencement of construction and to require changes to conform to Applicable Laws, including space and quality standards, and (b) the right to conduct periodic inspections during construction to ensure that all work is being performed in compliance with the OFPC approved Plans and Specifications.

12.15 Entire Agreement.

This Lease, together with the exhibits attached hereto, contain the final and entire agreement between the parties hereto with respect to the 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.

**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: \_\_\_\_\_  
F. King Alexander  
President of LSU

**TIGER ATHLETIC FOUNDATION**

\_\_\_\_\_  
  
\_\_\_\_\_

By: \_\_\_\_\_  
Richard B. Perry, President and CEO

**STATE OF LOUISIANA**

**PARISH OF EAST BATON ROUGE**

**ACKNOWLEDGMENT**

**BE IT KNOWN** that on this \_\_\_\_\_ day of May, 2017, 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 F. King Alexander, appearing herein in his capacity as President of LSU, 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:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
F. King Alexander  
President of LSU

\_\_\_\_\_  
NOTARY PUBLIC

**STATE OF LOUISIANA**

**PARISH OF EAST BATON ROUGE**

**ACKNOWLEDGMENT**

**BE IT KNOWN** that on this \_\_\_\_\_ day of May, 2017, 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 Richard B. Perry, 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:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Richard B. Perry, President and CEO

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

That certain building known as Tiger Stadium, located on the campus of Louisiana State University and Agricultural and Mechanical College on land bounded on the north by North Stadium Drive, on the east by Powerhouse Lane, on the south by South Stadium Drive and on the west by Nicholson Drive, in the Parish of East Baton Rouge, State of Louisiana.



To: President F. King Alexander

From: Arthur Cooper

Subject: Monthly Report for Technology Transfer for January 2016

Date: January 22, 2016

Pursuant to the Cooperative Endeavor Agreement (“CEA”) between the LSU Research and Technology Foundation (“RTF”), the RTF is to make monthly reports regarding the activity in LSU’s technology transfer offices and by the RTF under the CEA. The database that was in place when the CEA went into effect in July of 2014 was KSS. After much effort, it was determined that the data and operations of the KSS database were not yielding accurate and timely information to provide meaningful reports. In cooperation with the Technology Transfer Offices (TTO’s) of each campus, a new database (“Sophia”) was selected in the Spring of 2015.

The contract for Sophia was entered into during the Summer of 2015 and conversion of the existing data contained in the KSS database began. The database went live in October 2015. A decision had been made during the process to clean the data up in Sophia instead of KSS. That cleanup process is ongoing, but it has progressed enough to now provide accurate real-time data for a number of key metrics.

**Metrics**

Below are the key metrics for FY 2016 compared to the complete year data for FY 2015. We will be adding revenue to this report when the data in Sophia is completely cleaned up.

Campus	Disclosures FY16	Disclosures FY15	Patents Filed FY16	Patents Filed FY15	License and Options FY16	License and Options FY15
LSU A&M	24	56	18	20	6	7
LSU AgCenter	9	34	6	4	4	9
Pennington	5	5	9	11	4	3
LSUHSC-NO	15	37	14	30	5	6
LSUHSC-S	19	20	12	14	0	0
LSU-S	0	6	2	5	0	0
	<b>72</b>	<b>158</b>	<b>61</b>	<b>84</b>	<b>18</b>	<b>25</b>

**LSU RESEARCH & TECHNOLOGY FOUNDATION**

POSTAL SERVICE: 101 LOUISIANA EMERGING TECHNOLOGY CENTER • 110 LSU UNION SQUARE

DELIVERY: 340 EAST PARKER BOULEVARD • LOUISIANA STATE UNIVERSITY CAMPUS

BATON ROUGE, LOUISIANA 70803

PHONE: 225/615-8901 • FAX: 225/615-8910



You can see that the campuses are on track to meet or exceed their performance of FY 2015. During FY 2015 the campuses saw a 40% increase in disclosures and a 58% in patents filed. Attached to this report are the full metrics for 2015 less the research data that will be provided later.

### **Legal Fees**

Below is the breakdown of the legal bills that have been approved through December 31, 2015. The total bills received for the year is higher than is reflected in the chart, but because the TTO's are reviewing and often changing the bills of our attorneys, we are not reporting them until they are approved.

<b>Campus</b>	<b>Legal Fees FY16</b>	<b>Legal Fees FY15</b>
LSU A&M	\$ 74,497.25	\$ 332,338.00
LSU AgCenter	\$ 169,968.74	\$ 276,697.55
Pennington	\$ 42,161.50	\$ 72,752.78
LSUHSC-NO	\$ 81,447.23	\$ 238,300.00
LSUHSC-S	\$ 51,315.91	\$ 137,472.00
LSU-S	\$ -	\$ -
	<b>\$ 419,390.63</b>	<b>\$ 1,057,560.33</b>

We have made a number of changes to help reduce the legal fees, such as, expanding the number of firms available to the TTO's, entering into lump sum contracts on patent matters and consolidating the patent portfolio of LSU. These steps have resulted in a significant reduction in the legal fees per patent filed. The five-year average for the campuses for the legal fees per patent filed was \$ 22,208 and for FY15 the legal fees per patent filed was reduced to \$ 12,590. This represents a 43% reduction in the legal fees per patent. Although there was an increase in the total legal fees, the campuses received significantly more services for the amount spent.

### **Patent Portfolio**

In consultation with the TTO's, a decision was made to consolidate the handling of LSU's patent portfolio. Prior to the consolidation, the attorney that had handled the patent matter continued to pay the maintenance fees and annuity payments. This increased our legal cost and resulted in the oversight of the entire portfolio being split among law firms. Several firms that provide these service were contacted and a firm named CPA Global was selected. CPA charges only \$ 30 per payment, which represent at least a 20-fold decrease in the average cost that we were paying per annuity. The data provided by CPA Global is also capable of being imported into Sophia to give better information to the TTO's when making the decisions in handling the patent portfolio. LSU currently has 340 active issued patents with 167 in the United States and the remaining in 52 different countries. This does not completely capture the activity of the campuses since the AgCenter provides Plant Variety Protection ("PVP") for it intellectual property assets. These have not been traditionally handled by an attorney, so the RTF is working to gather and report on LSU's PVP and will include them in future reports.

**LIFT<sup>2</sup> Fund**

The awards for the first round of LSU LIFT<sup>2</sup> grants were made on July 15, 2014 and since then there have two more rounds. The fourth round RFP is scheduled to be released on March 15 with applications due on May 1, 2016 and awards will be made on June 1, 2016. Below is a summary of the applications with campus breakdowns:

Round	Number of Applications	Amount Requested	Number of Winners	Amount Awarded
1	47	\$ 1,712,709.60	15	\$ 515,597.55
2	46	\$ 1,893,673.50	14	\$ 523,705.03
3	36	\$ 1,357,889.49	15	\$ 532,540.61
	129	\$ 4,964,272.59	44	\$ 1,571,843.19

Campus	Applications	Awards
LSU	46	19
LSUHSC-NO	36	12
PBRC	16	5
LSU AgCenter	26	6
LSUHSC-S	5	2
	129	44

**Re-LIFT**

The RTF received and additional \$ 250,000 from the Research Park Corporation to create a Re-LIFT program. After each round RTF staff meets with each unsuccessful applicant to discuss what can be done to improve the applicant's research and applications. This is done in coordination with the tech transfer officers. As a result of these evaluations, recommendations are made for what additional assistance that can be provided to improve the research and applications. The recommendations have ranged from additional testing to market analysis.

There were twenty-seven Re-LIFT<sup>2</sup> awards made to unsuccessful applicants from the first two rounds of LIFT<sup>2</sup>. Twenty-five applicants reapplied for LIFT<sup>2</sup> grants in subsequent round and fifteen were successful in receiving LIFT<sup>2</sup> grants in the amount \$ 588,107 in additional research funding.

**Next Steps**

The RTF will continue to clean up the data in Sophia to insure its accuracy and provide additional real-time and meaningful metrics to the campus TTO's and leadership. The full implementation of Sophia will help the RTF provide improved assistance in the management of LSU's license and patent portfolio. The RTF hopes to pursue additional external funding to expanding its marketing efforts on behalf of the campuses. The RTF will be working with the campuses to develop the budget for 3<sup>rd</sup> year of the CEA which will be submitted to the Board of

Supervisors and the Legislative Committee on the Joint Budget for approval. The RTF will continue to provide monthly reports on the activities under the CEA.

LSU System Tech Transfer Activity by Campus (w/o UNO)

Invention Disclosures	2002														
	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	
LSU A&M	31	30	49	32	69	34	46	40	43	38	38	31	42	56	
Ag Center	22	34	37	22	22	52	31	33	33	25	27	30	36	34	
Pennington	8	6	14	18	26	8	16	13	14	11	5	10	8	5	
HSC-NO	29	25	22	25	7	26	28	14	13	3	12	33	52	37	
HSC-S	5	4	5	6	9	8	16	12	11	10	6	8	4	20	
LSU-S	0	0	0	0	0	4	4	0	0	0	0	0	0	6	
<b>TOTAL</b>	<b>95</b>	<b>99</b>	<b>127</b>	<b>103</b>	<b>133</b>	<b>132</b>	<b>141</b>	<b>112</b>	<b>114</b>	<b>87</b>	<b>88</b>	<b>112</b>	<b>142</b>	<b>158</b>	

Licenses/Options Executed (\*totals may not correspond if multiple campuses per deal)

Licensing	2002														
	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	
LSU A&M	0	0	6	3	4	2	3	4	4	5	5	2	3	7	
Ag Center	6	7	1	1	8	6	5	7	17	18	9	15	14	9	
Pennington	0	0	0	4	2	2	2	1	1	5	2	5	6	3	
HSC-NO	2	0	2	4	1	2	1	3	0	1	1	3	5	6	
HSC-S	0	0	0	0	2	6	2	2	2	2	2	0	1	0	
LSU-S	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>TOTAL</b>	<b>10</b>	<b>9</b>	<b>9</b>	<b>14</b>	<b>13</b>	<b>19</b>	<b>12</b>	<b>17</b>	<b>26</b>	<b>31</b>	<b>19</b>	<b>24</b>	<b>26</b>	<b>25</b>	

Total Licensing Income

Licensing	2002														
	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	
LSU A&M	\$207,217	\$203,319	\$572,061	\$238,078	\$181,859	\$121,940	\$111,359	\$123,003	\$156,576	\$121,511	\$447,892	\$624,135	\$907,616	\$764,290	
Ag Center	\$1,444,784	\$1,029,286	\$1,746,909	\$4,332,303	\$5,165,466	\$4,318,805	\$2,524,643	\$5,969,066	\$9,068,981	\$10,620,789	\$9,582,731	\$9,294,880	\$9,258,701	\$9,757,484	
Pennington	\$305	\$318	\$593	\$2,148	\$29,077	\$3,460	\$8,170	\$24,737	\$46,662	\$12,169	\$25,618	\$12,495	\$9,090	\$10,029	
HSC-NO	\$98,625	\$50,129	\$71,433	\$194,780	\$128,525	\$246,076	\$111,753	\$111,778	\$114,097	\$159,651	\$96,124	\$81,610	\$97,755	\$69,102	
HSC-S	\$0	\$162	\$2,875	\$0	\$10,000	\$70,624	\$78,207	\$89,017	\$111,083	\$647,478	\$170,440	\$135,292	\$274,330	\$503,312	
LSU-S	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>TOTAL</b>	<b>\$1,750,931</b>	<b>\$1,283,214</b>	<b>\$2,393,871</b>	<b>\$4,767,309</b>	<b>\$5,514,927</b>	<b>\$4,760,905</b>	<b>\$2,834,132</b>	<b>\$6,317,601</b>	<b>\$9,497,399</b>	<b>\$11,561,598</b>	<b>\$10,322,805</b>	<b>\$10,148,412</b>	<b>\$10,547,492</b>	<b>\$11,104,217</b>	

Start-up Companies Formed (\*totals may not correspond if multiple campuses per start-up)

Start-up Companies	2002														
	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	
LSU A&M	0	0	2	1	2	1	1	2	1	1	0	1	0	3	
Ag Center	0	3	0	0	2	0	0	4	0	2	1	0	1	2	
Pennington	0	0	0	1	1	0	0	0	1	1	0	2	0	0	
HSC-NO	0	0	1	0	0	0	0	1	0	0	1	1	0	2	
HSC-S	0	0	0	0	2	0	1	0	2	0	1	0	1	0	
LSU-S	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>TOTAL</b>	<b>0</b>	<b>3</b>	<b>2</b>	<b>2</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>6</b>	<b>4</b>	<b>4</b>	<b>3</b>	<b>3</b>	<b>2</b>	<b>7</b>	

Licenses Generating Income

	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
LSU A&M	14	10	11	16	16	14	14	11	13	15	19	16	15	16
Ag Center	13	12	15	15	16	23	22	26	27	44	44	79	38	44
Bennington	3	3	5	5	2	3	2	5	4	2	3	5	6	8
HSC-NO	6	7	5	10	9	13	8	7	7	7	8	7	10	8
HSC-S	0	1	1	0	1	4	7	6	9	12	12	10	13	11
LSU-S	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	<b>36</b>	<b>33</b>	<b>34</b>	<b>46</b>	<b>44</b>	<b>57</b>	<b>53</b>	<b>55</b>	<b>60</b>	<b>80</b>	<b>86</b>	<b>117</b>	<b>82</b>	<b>87</b>

Legal Fees Expended

	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
LSU A&M	\$157,811	\$144,399	\$155,280	\$190,817	\$263,369	\$447,291	\$381,186	\$314,796	\$268,066	\$297,598	\$429,485	\$275,845	\$316,937	\$332,338
Ag Center	\$210,805	\$172,646	\$136,837	\$196,667	\$252,046	\$223,153	\$262,792	\$209,820	\$257,354	\$285,780	\$199,868	\$239,850	\$197,746	\$276,698
Bennington	\$24,375	\$29,250	\$36,300	\$30,255	\$30,717	\$31,036	\$44,759	\$41,550	\$60,392	\$40,789	\$113,767	\$71,153	\$66,991	\$72,753
HSC-NO	\$211,642	\$251,810	\$84,863	\$91,198	\$226,831	\$393,405	\$308,963	\$369,701	\$296,993	\$332,451	\$227,933	\$180,236	\$224,204	\$238,300
HSC-S	\$21,843	\$15,616	\$7,153	\$15,483	\$15,441	\$17,250	\$2,735	\$63,017	\$56,313	\$52,264	\$63,660	\$76,025	\$103,259	\$137,472
LSU-S	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL</b>	<b>\$626,476</b>	<b>\$613,721</b>	<b>\$420,433</b>	<b>\$524,420</b>	<b>\$788,404</b>	<b>\$1,112,135</b>	<b>\$1,015,435</b>	<b>\$998,884</b>	<b>\$939,118</b>	<b>\$1,008,882</b>	<b>\$1,034,713</b>	<b>\$843,109</b>	<b>\$909,137</b>	<b>\$1,057,560</b>

Legal Fees Reimbursed

	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
LSU A&M	\$19,065	\$3,247	\$42,005	\$15,689	\$20,635	\$61,192	\$25,672	\$18,177	\$24,936	\$43,280	\$33,642	\$47,599	\$3,928	\$15,499
Ag Center	\$13,842	\$40,388	\$0	\$0	\$149,919	\$53,828	\$49,570	\$13,593	\$121,716	\$139,762	\$68,184	\$170,421	\$97,776	\$97,776
Bennington	\$0	\$0	\$0	\$0	\$12,500	\$5,000	\$0	\$15,000	\$37,507	\$10,000	\$14,918	\$0	\$855	\$0
HSC-NO	\$11,729	\$0	\$0	\$0	\$31,045	\$39,168	\$56,287	\$30,000	\$46,080	\$46,080	\$80,779	\$39,281	\$109,566	\$108,281
HSC-S	\$0	\$4,578	\$80	\$4,945	\$0	\$20,322	\$0	\$0	\$0	\$36,651	\$104,022	\$94,710	\$36,502	\$35,209
LSU-S	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL</b>	<b>\$44,636</b>	<b>\$48,213</b>	<b>\$42,085</b>	<b>\$20,634</b>	<b>\$214,099</b>	<b>\$179,510</b>	<b>\$131,529</b>	<b>\$76,770</b>	<b>\$230,239</b>	<b>\$275,773</b>	<b>\$301,545</b>	<b>\$352,011</b>	<b>\$248,627</b>	<b>\$256,765</b>

Percent of Legal Expenses Reimbursed

	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
LSU A&M	12%	2%	27%	8%	8%	14%	7%	6%	9%	15%	8%	17%	1%	5%
Ag Center	7%	23%	0%	0%	59%	24%	19%	6%	47%	49%	34%	71%	49%	35%
Bennington	0%	0%	0%	0%	41%	16%	0%	36%	62%	25%	13%	0%	1%	0%
HSC-NO	6%	0%	0%	0%	14%	10%	18%	8%	15%	14%	35%	22%	49%	45%
HSC-S	0%	29%	1%	32%	0%	118%	0%	0%	0%	2%	163%	125%	35%	26%
LSU-S	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
<b>TOTAL</b>	<b>7%</b>	<b>8%</b>	<b>10%</b>	<b>4%</b>	<b>27%</b>	<b>16%</b>	<b>13%</b>	<b>8%</b>	<b>25%</b>	<b>25%</b>	<b>29%</b>	<b>42%</b>	<b>27%</b>	<b>24%</b>



Date: January 5, 2017

To: President F. King Alexander

From: Arthur R. Cooper, CEO

Subject: 5<sup>th</sup> Round of LIFT<sup>2</sup> grants

The 5<sup>th</sup> round of the LIFT<sup>2</sup> grants were awarded on December 15, 2016. There were 14 awards made from the 34 applications received in the amounts of \$ 519, 935.00. The brings the total amount awarded to date under the LIFT<sup>2</sup> program to \$ 2,617,424.89 to 72 awardees. The list of the 5<sup>th</sup> round winners is as follows:

Researcher(s)	School	Topic	Requested Funding
Donghui Zhang	LSU A&M	Development of Easy-to-Read Time-Temperature Indicator for Food and Healthcare Product Packaging, Storage and Transportation	\$35,920.00
Isiah Warner & Girija Sahasrabudhe	LSU A&M	GUMBOS (group of uniform materials based on organic salts)-based compounds for highly efficient blue OLEDs	\$30,000.00
Jia, Steiner, & Matthews	LSU A&M	Endorectal digital prostate tomosynthesis for high resolution 3D prostate cancer screening and diagnosis	\$39,345.00
Jin-Woo Choi	LSU A&M	Self-Powered Unattached Lights for Photosynthetic Cultures	\$48,000.00
Liao, Wahab, & Okeil	LSU A&M	An On-Line Phased Array Ultrasonic Testing (PAUT) System for Manufacturing and In-Service Non-Destructive Testing (NDT) Inspection	\$30,000.00

LSU RESEARCH & TECHNOLOGY FOUNDATION

POSTAL SERVICE: 101 LOUISIANA EMERGING TECHNOLOGY CENTER • 110 LSU UNION SQUARE

DELIVERY: 340 EAST PARKER BOULEVARD • LOUISIANA STATE UNIVERSITY CAMPUS

BATON ROUGE, LOUISIANA 70803

PHONE: 225/615-8901 • FAX: 225/615-8910

Shafiqul Chowdhury	LSU A&M	Pseudorabies virus vectored trivalent subunit vaccine against classical swine fever virus and porcine circovirus 2b of pigs	\$46,240.00
Yongcheol Lee	LSU A&M	Communication Recognition Framework and Data Analytics Solutions using Construction Field Communication Transmitted on a Two-Way Radio Network	\$39,300.00
Yuanhang Chen	LSU A&M	Development of an Innovative Drilling Fluid Additive and Its Associated Filtration Control Technology for Subsurface Temperature Management	\$31,500.00
Changyoon Jeong	LSU AgCenter	Developing Real-Time CO2 Gas Flux Measuring Chamber in the soil system	\$13,100.00
Frank Bastian	LSU AgCenter	Development of a Live Test for Chronic Wasting Disease in Ruminants	\$29,500.00
Ashok Aiyar & Alison Quayle	LSUHSC-NO	Generation of non-virally immortalized human female reproductive tract epithelial cell lines	\$48,530.00
Michael S. Lan	LSUHSC-NO	Targeted oncolytic virus for neuroendocrine tumor therapy and diagnostics	\$50,000.00
Sunyoung Kim	LSUHSC-NO	Second-generation diagnostics for infant disease	\$50,000.00
Kevin McCarthy	LSUHSC-S	Hydraulic Driven Cell Stretch Apparatus	\$28,500.00
			\$519,935.00

**AUDIT COMMITTEE**  
**May 5, 2017**

The Audit Committee will meet at 8:00 a.m. on May 5, 2017 in Room 112 of the University Administration Building.

**Agenda**

1. Presentation of FY 2017 3<sup>rd</sup> Quarter Audit Summary

The Committee may go into Executive Session to discuss pending investigations.