

AGENDA (Amended)

LSU BOARD OF SUPERVISORS MEETING

Board Room, LSU System Building
Baton Rouge, Louisiana

1:00 P.M., FRIDAY, MARCH 16, 2012

PUBLIC COMMENTS

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

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

INTEGRATED COMMITTEE MEETINGS

<p>I. HEALTH CARE AND MEDICAL EDUCATION COMMITTEE</p>
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Dr. Jack A. Andonie, Chairman

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

<p>II. ACADEMIC AND STUDENT AFFAIRS, ACHIEVEMENT AND DISTINCTION COMMITTEE</p>

Mr. Roderick K. West, Chairman

1. Request approval to re-submit a Letter of Intent for a Doctor of Education in Learning and Leadership at LSU in Shreveport
-

**III. FINANCE, INFRASTRUCTURE, AND CORE
DEVELOPMENT COMMITTEE**

Mr. Alvin E. Kimble, Chairman

1. Discussion of the FY 2012-13 Executive Operating Budget and the Proposed Board of Regents Distribution

IV. PROPERTY AND FACILITIES COMMITTEE

Dr. John F. George, Chairman

1. Recommendation to reallocate the excess Series 2007 Bond proceeds originally to be used for the LSU Student Union Theatre Project to Additional Renovations and Updates to the LSU Student Union Project
2. Recommendation to approve lease agreement for construction of Louisiana State University Lab School Band and Choir Renovations Phase II
3. Recommendation to approve request of a Limited Lease and Use Agreement of property with the Louisiana Cattlemen's Foundation and the Dean Lee Research and Extension Center, Rapides Parish, Louisiana

V. AUDIT COMMITTEE

Mr. Ronald R. Anderson, Chairman

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

AGENDA

LSU BOARD OF SUPERVISORS MEETING

(Immediately following the Integrated Committee Meetings)

Friday, March 16, 2012

Mr. Hank Danos, Chairman

1. Call to Order and Roll Call
2. Invocation and Pledge of Allegiance
3. Introduction of Faculty and Staff Representatives
4. Election of the Chairman-Elect for 2012-13 and Oath of Office
5. Approval of the Minutes of the Board Meeting held on February 3, 2012
6. Personnel Actions Requiring Board Approval
7. President's Report
8. Report on Activities of the Board of Regents
9. Reports to the Board
 - A. Health Plan Status Report (Written Report Only)
10. Approval of Consent Agenda Items
 - A. Request approval of the following Endowed Professorships:
 - LSU Paul M. Hebert Law Center
 - Lawrence J. Sandoz, Jr. Endowed Professorship – Donation - \$120,000
 - Edward J. Womac, Jr. Endowed Professorship in Energy Law – Donation - \$120,000
 - LSU Health Sciences Center -New Orleans:
 - Terence E. Walsh Professorship in Orthodontics – Donation - \$180,000
 - Bernhard M. Schwaninger Professorship in Orthodontics – Donation - \$180,000

- Henry Jolly, MD, Professorship of Clinical Dermatology (enhancement to existing professorship) - Donation - \$120,000
- Cheuk Professorship in Comprehensive Dentistry – Donation - \$60,000
- Research Institute for Children Professorship – Donation - \$60,000
- John A. Rock, M.D. Professorship for Visiting Scholars – Donation - \$60,000
- Edward D. Levy, Jr., M.D., Professorship in Psychiatry - Donation - \$60,000
- Jim Lowenstein Professorship in Medicine (enhancement to existing professorship) – Donation - \$60,000

LSU A&M

- Dale R. Carver Professorship in Engineering Science in the College of Engineering – Donation - \$60,000
- Mike N. Dooley, P. E., Professorship in Civil and Environmental Engineering in the College of Engineering – Donation - \$60,000
- Patricia Hewlett Bodin Distinguished Professorship in the College of Science – Donation - \$60,000

LSU in Shreveport

- James C. and Ann W. Gardner Endowed Professorship in Civic Engagement & Leadership – Donation - \$60,000
- Armand and Lynn Roos Endowed Professorship in Business & Health Administration - Donation - \$60,000
- Lisa A. Burke Endowed Bioinformatics Professorship – Donation - \$60,000
- Alta and John Franks Foundation Endowed Professorship for the Master of Business Administration Program – Donation - \$60,000
- Harman and Renae Chandler Endowed Professorship for the Master of Biological Science Program – Donation - \$60,000
- Enhance the Miriam Sklar Endowed Professorship in Theoretical Math and Physics to the Miriam Sklar Endowed Super Professorship in Theoretical Math and Physics Donation - \$420,000

B. Request approval of the following First Generation Scholarship:

LSU in Shreveport

- Alta and John Franks Foundation Endowed Scholarship for First Generation College Students – Donation - \$60,000
- Harman and Renae Chandler Endowed Scholarship for First Generation College Students – Donation - \$60,000

C. Request approval to award a Posthumous degree at LSU Health Sciences Center -NO

- D. Request approval for reauthorization of the International Lincoln Center for American Studies at LSU in Shreveport
- E. Recommendation to approve request for lease agreement between U.S. Government General Services Administration for the National Hansen's Disease Program
- F. Recommendation to approve request to sell a strip of property at Burden Center to the Louisiana DOTD for the purpose of widening Essen Lane
- G. Recommendation to name a pavilion in the new Business Education Complex the "Cherie and Rob Arkley Pavilion"
- H. Recommendation to name a workroom in the new Business Education Complex the "Pat Hewlett Bodin Department of Information Systems and Decision Sciences Workroom"
- I. Recommendation to name the new foyer in the New Band Hall the "Bill and Shelby Conti Foyer"
- J. Recommendation to name the Undergraduate Reception Area in the new Business Education Complex the "Gerald and Teri Fontenot Undergraduate Program Reception Area"
- K. Recommendation to name the softball observation deck at Tiger Park the "Yvette Girouard Observation Deck"
- L. Naming Approval of the "Moran Family Center for Athletic Administration"
- M. Recommendation to approve changes to the LSU A&M Athletic Post-season Compensation Policy
- N. Request approval to establish a restricted account for the Center for Geoinformatics (C4G) at LSU A&M

11. Committee Reports

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

Dr. Jack A. Andonie, Chairman

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

Mr. Roderick K. West, Chairman

**III. FINANCE, INFRASTRUCTURE, AND CORE
DEVELOPMENT COMMITTEE**

Mr. Alvin E. Kimble, Chairman

IV. PROPERTY AND FACILITIES COMMITTEE

Dr. John F. George, Chairman

12. Recommendation for Honorary Degrees
13. Chairman's Report
 - A. General
 - B. Resolution regarding the Report of the Work Group on Organization and Collaboration (action item)
14. Adjournment

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

I. HEALTH CARE AND MEDICAL EDUCATION COMMITTEE

Dr. Jack A. Andonie, Chair
Dr. John F. George, Vice Chair
Mr. Ronald R. Anderson
Mr. R. Blake Chatelain
Mr. Garret "Hank" Danos
Mr. Anthony G. "Tony" Falterman
Mr. Stanley J. Jacobs
Mr. Alvin E. Kimble
Mr. Raymond J. Lasseigne
Mr. Jack E. Lawton, Jr.
Mrs. Laura A. Leach
Mr. James W. Moore, Jr.
Mr. Ryan Perkins
Mr. J. Stephen Perry
Mr. Roderick K. "Rod" West
Mr. Robert "Bobby" Yarborough

AGENDA

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

II. ACADEMIC AND STUDENT AFFAIRS, ACHIEVEMENT AND DISTINCTION
COMMITTEE

Mr. Roderick K. "Rod" West, Chair

Mr. J. Stephen Perry, Vice Chair

Dr. Jack A. Andonie

Dr. John F. George

Mr. Jack E. Lawton, Jr.

Mrs. Laura A. Leach

Mr. James W. Moore, Jr.

Mr. Ryan Perkins

AGENDA

1. Request approval to re-submit a Letter of Intent for a Doctor of Education in Learning and Leadership at LSU in Shreveport



Academic and Student Affairs Agenda Item #1

REQUEST APPROVAL TO RESUBMIT A LETTER OF INTENT FOR A DOCTOR OF EDUCATION IN LEARNING AND LEADERSHIP AT LSU IN SHREVEPORT

Date: March 16, 2012

1. Significant Board Matter

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

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

2. Summary of the Proposal

Need. LSU in Shreveport is requesting approval to resubmit a Letter of Intent to offer a Doctor of Education (Ed.D.) in Learning and Leadership. The LSU Board of Supervisors approved the original submission of the Letter of Intent in December 2008, but approval by the Board of Regents was delayed due to a number of factors, including the Board of Regents placing a moratorium on new degree programs (the latest effective January 2009 through September 21, 2011), a change of personnel at the Board of Regents, and delays in Board of Regents approval of campus role, scope, and mission. The resubmitted program has been slightly revised to reflect updated needs of employers in the Shreveport-Bossier region and the current status of other Ed.D. programs in the state. It focuses on the general principles and techniques of administering a wide variety of schools and other educational organizations and facilities and will prepare graduates as high-level administrators and personnel supervisors. The program's stated purpose is *the development of reflective leaders as practitioners in a variety of learning organizations.*

The proposed program is consistent with the long-standing efforts of LSUS to become the comprehensive urban university for the Shreveport Bossier metro region it serves. Long-term analysis by independent external review teams from Economic Innovation International, Inc. and Eva Klein & Associates, Ltd. have all pointed to the critical need for the expansion of the educational infrastructure in the Shreveport Bossier region, the state's third largest metropolitan area. The need for the program is well documented, beginning with a needs assessment in 2000 resulting in positive responses from approximately 100 local principals, supervisors, and district-level administrators. An independent assessment in 2004 found a similar need for a doctoral program designed to prepare educational organization leaders. Most recently, a survey by the Caddo Parish School Board has identified a strong desire by more than 40 employees to enroll in such a program. The program has notable and unanimous support by School Board heads and other upper-level administrators in the three parishes nearest to LSU in Shreveport.

The Program and Faculty. The Ed.D. will serve as a strong complement to existing programs within the LSUS College of Education and Human Development, as well as across the university. Relevant existing programs in the College at the Masters and Specialist level include: Reading, Gifted Education, School Counseling, Education Leadership, Counseling Psychology, School Psychology, Kinesiology/Wellness, and Public Health. The proposed program will also call upon the expertise found in other programs at LSUS, including the Institute of Human Services and Public Policy (College of Arts and Sciences) and the Masters of Health Administration and Business Administration programs (College of Business, Education, and Human Development). The capacity of the College to deliver the program is illustrated by its successful Louisiana Leaders Fellows program, one of two such programs awarded funding by the Wallace Foundation on the basis of a statewide competition.

The College has identified 11 existing full-time faculty who will be directly involved with the proposed program, and anticipates the hiring of an additional three full-time faculty as the program grows.

Students. The proposed program is designed to be flexible enough to allow timely progression of both full- and part-time students. A conservative estimate suggests 30 students by the third year of the program and fifteen graduates per year by year five. Full-time students entering the program fully prepared will be able to graduate in three years.

Library Resources. Library resources are adequate to support the proposed program. The LSUS Noel Library has an excellent collection of more than 6,131 books in education topics and access to many thousands more electronically. LSUS students also have access to more than 2 million relevant journals and documents electronically, and all such electronic databases and full-text books/articles are available both on and off-campus.

Facilities. The physical facilities available for the proposed program are principally housed within one building, and consist of an appropriate number and mix of conventional classrooms, model classrooms, seminar/conference rooms, and technology-rich classrooms. Other relevant facilities on the LSUS campus include a large general use computer laboratory and wireless network availability throughout the campus.

Program Administration. The administration of the Ed.D. degree will follow the typical campus model and will consist of a Program Director, a Program Steering Committee, and an Advisory Committee appointed for each student. The major advisor for each student will serve as the Chair of the Advisory Committee.

3. Fiscal Note

Incremental costs of the program are primarily for faculty and graduate assistantships. As noted above, it is anticipated that three additional faculty with backgrounds and expertise in Leadership will be required over the course of the first three years. The expected salary cost for three additional faculty in the program is approximately \$240,000 per academic year by year three. LSUS is committed to ensuring the success of the proposed program and will reallocate open positions on campus as necessary in order to provide appropriate staffing.

LSU in Shreveport is also committed to providing an initial three Graduate Assistantships to the program, at an estimated annual cost of \$20,000 each. Additional assistantships will be added as enrollment grows, with funding anticipated from both institutional sources and research grant support.

4. Review of Documents

The proposal for the Ed.D. has been reviewed and approved by appropriate campus faculty and administrators. It was reviewed by the Executive Graduate Council of the LSU System in 2008, and the issues raised in that review were considered and incorporated as appropriate into the final document. The proposal has also been reviewed and approved by the System Office of Academic Affairs. The program satisfies each of the criteria that the BoR uses in assessing a Letter of Intent.

5. Other

The full proposal is available for review in the System Office of Academic Affairs.

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

Appropriate certifications were provided by the Chancellor.

RECOMMENDATION

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

“NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College approves the request from LSU in Shreveport to resubmit the Letter of Intent for a Doctor of Education in Learning and Leadership, subject to approval by the Board of Regents.”

III. FINANCE, INFRASTRUCTURE, AND CORE DEVELOPMENT COMMITTEE

Mr. Alvin E. Kimble, Chair

Mr. Anthony G. "Tony" Falterman, Vice Chair

Mr. Ronald R. Anderson

Mr. R. Blake Chatelain

Dr. John F. George

Mr. Raymond J. Lasseigne

Mr. Roderick K. "Rod" West

Mr. Robert "Bobby" Yarborough

AGENDA

1. Discussion of the FY 2012-13 Executive Operating Budget and the Proposed Board of Regents Distribution



Discussion of FY 2012-2013 Executive Operating Budget and Proposed Board of Regents Distribution

To: Members of the Board of Supervisors

Date: March 16, 2012

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

1. Significant Board Matter

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

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

2. Summary of the Matter

On February 9, 2012 the Governor presented the FY 2012-2013 Executive budget with various components to address the reported \$895 million shortfall. Although there are many uncertainties about the state budget and the Governor's Executive budget, at this time the executive budget proposes to eliminate the shortfall with use of savings mechanisms as presented by Commissioner Rainwater in a presentation to the Joint Legislative Committee on the Budget in the following fashion:

Proposed Savings Categories	Amount
Reductions in various government departments	\$325M
Absorb mandated and other costs	\$286M
Reduce general fund by maximizing all MOF	\$284M
Total Proposed Savings	\$895M

It is from these general calculations that the funding for Postsecondary Education will be derived. It should be recognized that many of these items may or may not survive as proposed, but the Governor's Executive budget is what we must use as a starting point.

The FY 12-13 Executive Budget proposes \$2.936 billion total means of financing for Postsecondary Education. The proposed State funding base of \$1,035 billion was provided to the Board of Regents for subsequent distribution to the Systems.

As provided in Attachment 1, although in general postsecondary education funding appears to be held basically at a steady state after annualizing the mid-year budget reduction associated with the FY 2012 mid-year deficit, and after non-recurring carryover and one-time expenditures, the mechanisms used to achieve this include replacing general fund with self generated tuition increases from the GRAD Act and with self generated funds associated with workload adjustments and other approved tuition increases.

Although no additional information from the Board of Regents has been received in regards to its proposed distribution of funds or the updated funding formula by the time of this staff report, R.S. 17:3129 (F) states that "any formula formulated and adopted by the Board of Regents for funding institutions of postsecondary education in the ensuing year as provided in this Section shall be annually reported to the Senate Committee on Education, the

Senate Committee on Finance, the House Committee on Education, and the House Committee on Appropriations, **not later than March fifteenth of each year** (emphasis added)".

Expecting that a proposed distribution from the Board of Regents will be received sometimes before March 15th, the Board of Regents' proposed distribution will be presented to the Finance, Infrastructure, and Core Development Committee of the LSU Board of Supervisors at its March 16th meeting. The proposed distribution received from the Board of Regents will be presented, and the Chancellors/Directors will be asked to present the specific effects that the Regents' proposed distribution will have on the respective campuses.

Any information received from the Board of Regents between the release of this staff report and the committee meeting will be forwarded under separate cover.

3. Review of Documents Related to Referenced Matter

N/A

ATTACHMENTS:

- (1) Overview of FY 2012-2013 Governor's Executive Operating Budget

RECOMMENDATION(s)

The presentation is for information and discussion purposes only and no Board of Supervisors action is being suggested at this time.

Attachment 1
FY 2012-2013 Governor's Executive Budget - Postsecondary Education

Institution	EOB - Gen Fund Excluding Mid-Year Reduction	Non- Recurring/Program Elim	Increase in TOPS Funding/MOF Swap	Mid-year reduction annualization to be distributed by BOR	Additional general fund to be distributed by BOR	Reduction in general fund to be distributed by BOR	Total state general funds to be distributed by Regents	FY 2012-2013	SG	FY 2012-2013	Difference	FY 2012-2013
								carryover reduction		SG GRAD Act increase		workload adjustments and other tuition increases
BOR	106,704,063	(8,809,088)	55,280,336	(50,000,000)	9,849,140	(27,194,776)	1,035,145,011					
Board of Regents	19,753,863	(2,309,088)		(50,000,000)	9,849,140	(27,194,776)	1,035,145,011					
LOSFA	84,337,798	(6,500,000)	55,280,336									
LUMCON	2,612,402											
LCTC SYS	143,360,562	(87,744)						(12,303,336)	11,782,000	(521,336)		10,982,882
Baton Rouge CC	12,119,228							(1,211,852)	690,000	(521,852)		
Bossier Parish CC	9,858,843							(935,515)	1,375,000	439,485		1,950,944
Delgado CC	33,152,413							(3,049,468)	3,985,000	935,532		4,742,883
L.E. Fletcher Tech. CC	3,406,645							(310,232)	440,000	129,768		500,000
LCTC BOS	7,193,573									0		
LCTCS Online	1,006,212									0		
Louisiana Delta CC	4,638,142	(87,744)						(429,395)	500,000	70,605		1,549,408
Louisiana Tech. College	46,818,880							(4,110,471)	2,097,000	(2,013,471)		500,000
Northshore Tech CC	5,832,484							(487,990)	530,000	42,010		1,289,647
Nunez CC	3,803,765							(343,369)	385,000	41,631		300,000
River Parishes CC	3,461,796							(294,314)	430,000	135,686		
South Louisiana CC	5,497,289							(518,465)	800,000	281,535		
Sowela Technical CC	6,571,292							(612,265)	550,000	(62,265)		150,000
LSU SYS	415,778,107	(153,549)						(36,985,695)	30,616,427	(6,369,268)		14,761,894
EA Conway	10,513,906									0		
Huey P. Long	11,392,296									0		
LSU Ag Center	66,704,460									0		
LSU Alexandria	8,091,785	(153,549)						(1,311,862)	854,859	(457,003)		(854,859)
LSU A&M	152,453,175							(10,457,252)	21,925,000	11,467,748		12,600,000
LSU BOS	4,205,015									0		
LSU Eunice	6,001,054							(766,415)	703,352	(63,063)		
LSU HSC - NO	76,076,985							(15,223,256)	3,118,694	(12,104,562)		857,668
LSU HSC - S	48,984,128							(7,719,331)	1,191,969	(6,527,362)		1,259,085
LSU Shreveport	11,494,970							(1,436,412)	1,347,417	(88,995)		
Paul M. Hebert Law	6,529,100							(71,167)	1,475,136	1,403,969		900,000
Pennington	13,331,233									0		
SU SYS	57,508,556	(1,402,521)						(6,041,233)	4,753,380	(1,287,853)		0
Southern Ag. Ctr.	2,695,128									0		
Southern BR	31,083,400	(602,019)						(3,573,558)	3,359,147	(214,411)		
Southern Law	4,811,315							(871,387)	606,465	(264,922)		
Southern N.O.	9,932,500	(671,185)						(951,217)	782,498	(168,719)		
Southern S'port	6,686,136	(129,317)						(645,071)	5,270	(639,801)		
SU BOS	2,300,077									0		
UL SYS	336,231,111	(1,919,186)						(41,916,248)	40,245,565	(1,670,683)		950,000
Grambling State	18,474,222	(322,965)						(2,512,604)	2,996,532	483,928		
Louisiana Tech	42,229,896							(5,008,831)	6,440,000	1,431,169		950,000
McNeese State	26,984,614							(3,560,956)	3,554,997	(5,959)		
Nicholls State	22,290,653	(225,000)						(2,864,951)	2,564,813	(300,138)		
Northwestern State	30,849,417							(3,962,000)	4,437,916	475,916		
Southeastern La	47,867,208	(733,221)						(6,317,585)	6,387,258	69,673		
UL BOS	1,605,302	(300,000)								0		
Univ. of La - Lafayette	65,125,416	(338,000)						(8,096,672)	6,677,071	(1,419,601)		
Univ. of La - Monroe	35,703,648							(4,522,973)	3,155,369	(1,367,604)		
Univ. of New Orleans	45,100,735							(5,069,676)	4,031,609	(1,038,067)		
Grand Total	1,059,582,399	(12,372,088)	55,280,336	(50,000,000)	9,849,140	(27,194,776)	1,035,145,011	(97,246,512)	87,397,372	(9,849,140)		26,694,776

IV. PROPERTY AND FACILITIES COMMITTEE

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

Mr. R. Blake Chatelain
Mr. Stanley J. Jacobs
Mr. Jack E. Lawton, Jr.
Mr. James W. Moore, Jr.
Mr. Roderick K. "Rod" West
Mr. Robert "Bobby" Yarborough

AGENDA

1. Recommendation to reallocate the excess Series 2007 Bond proceeds originally to be used for the LSU Student Union Theatre Project to Additional Renovations and Updates to the LSU Student Union Project
2. Recommendation to approve lease agreement for construction of Louisiana State University Lab School Band and Choir Renovations Phase II
3. Recommendation to approve request of a Limited Lease and Use Agreement of property with the Louisiana Cattlemen's Foundation and the Dean Lee Research and Extension Center, Rapides Parish, Louisiana



**RECOMMENDATION TO REALLOCATE THE
EXCESS SERIES 2007 BOND PROCEEDS ORIGINALLY TO BE USED FOR
THE LSU STUDENT UNION THEATER PROJECT TO
ADDITIONAL RENOVATIONS AND UPDATES TO
THE LSU STUDENT UNION PROJECT**

To: Members of the Board of Supervisors

Date: March 16, 2012

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

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

1. Summary of the Matter

On December 11, 2007, the LSU Board of Supervisors issued \$71,130,000 principal amount of its Auxiliary Revenue Bonds, Series 2007 (the "Series 2007 Bonds") pursuant to the General Bond Resolution adopted by the Board on June 17, 1994 (the "General Bond Resolution"), as heretofore amended and supplemented, and as further supplemented by the Twelfth Supplemental Resolution adopted by the Board on October 5, 2007 (the "Twelfth Supplemental Resolution"). \$24,090,000 of the proceeds of the Series 2007 Bonds were dedicated to pay the costs of renovations and additions to the LSU Student Union Theater (the "Theater Project").

Louisiana State University and Agricultural and Mechanical College (the "University") and the Office of Facility Planning and Control, Division of Administration, State of Louisiana (the "Division") have managed and supervised the completion of the Theater Project (with the exception of percent for the arts). As of the date hereof, approximately \$3,000,000 of the proceeds of the Series 2007 Bonds remain in the 2007 Project Account established under the Twelfth Supplemental Resolution, which proceeds are available to pay the capital costs of other projects of the Board as authorized and permitted by Section 6.08(b) of the Twelfth Supplemental Resolution.

Therefore, the University desires that the excess Series 2007 Bond proceeds from the Theater Project be allocated to additional renovations and updates to the LSU Student Union (the "LSU Student Union Project"). The renovations and updates to the LSU Student Union include, but are not limited to, preparing space for LSU Career Services "Career Center" and completion of the percent for the arts for the major renovation/expansion project at the LSU Student Union, which was financed with the proceeds of the Board's Series 2004B and Series 2006 Auxiliary Revenue Bonds issued under the General Bond Resolution, as supplemented.

The 2007 Capital Outlay Act includes \$24,593,000 for the LSU Student Union Renovations and Additions payable from revenue bonds. Upon Board approval of the reallocation of the excess proceeds of the Series 2007 Bond, a total of \$3,000,000 would be re-allocated from the Theater Project and applied to the costs of the LSU Student Union Project.

The University is requesting the Board grant approval and authorization to the expenditure of the excess Series 2007 Bond proceeds in the amount of \$3,000,000 to the LSU Student Union Project described above.

2. Review of Business Plan

Not applicable.

3. Fiscal Impact

None.

4. Description of Competitive Process

Not applicable.

5. Review of Legal Documents

Twelfth Supplemental Resolution

6. Parties of Interest

None.

7. Related Transactions

None.

8. Conflicts of Interest

None.

ATTACHMENTS:

- Letter from Chancellor Martin

RECOMMENDATION

It is recommended that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College adopt the following resolution:

“NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the “Board”) that:

The LSU Board hereby grants approval and authorization to Louisiana State University and Agricultural and Mechanical College (the “University”) to reallocate and expend certain excess proceeds of the Series 2007 Bonds originally to be used for the LSU Student Union Theatre Project in the amount of \$3,000,000 toward additional renovations and updates to the LSU Student Union as permitted by the provisions of the Twelfth Supplemental Resolution.

BE IT FURTHER RESOLVED that the Chairman, Vice Chairman and Secretary of the LSU Board, the President, the Executive Vice President and the Assistant Vice President and University Architect of the LSU System and the Vice Chancellor for Finance and Administrative Services and CFO of the University or any one of them and their designees are hereby authorized to execute all documents and do all things necessary, on the advice of counsel to the LSU Board of Supervisors, to effectuate and implement this resolution.”



LOUISIANA STATE UNIVERSITY

Office of the Chancellor

OFFICE OF THE
PRESIDENT

FEB 14 2012

LSU SYSTEM

Date: February 14, 2012

RECEIVED

FEB 14 2012

PROPERTY & FACILITIES

To: John V. Lombardi
President
LSU System

From: 
Michael Martin
Chancellor

Subject: Reallocate the Excess Series 2007 Bond Proceeds Originally to be Used for the LSU Student Union Theatre Project to Additional Renovations and Updates to the LSU Student Union Project

Attached for your review is a resolution requesting approval to reallocate the excess Series 2007 Bond proceeds in the amount of \$3,000,000 from the LSU Student Union Theatre Project to be allocated to additional renovations and updates to the LSU Student Union Project. The renovations and updates are to include but are not limited to preparing space for LSU Career Services "Career Center" and completion of the percent for the arts in the LSU Student Union.

It is requested that the resolution be forwarded to the Board of Supervisors for placement on the March 2012 Board of Supervisors' meeting agenda.

Please let me know if you need additional information.

Attachments



RECOMMENDATION TO APPROVE LEASE AGREEMENT FOR CONSTRUCTION OF LOUISIANA STATE UNIVERSITY LAB SCHOOL BAND AND CHOIR RENOVATIONS PHASE II

To: Members of the Board of Supervisors

Date: March 16, 2012

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

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

1. Summary of Matter

LSUPF Gym and Performing Arts, LLC ("Company"), a Louisiana limited liability company organized by its sole member, the LSU Property Foundation, requests approval to enter into a Lease Agreement with LSU for construction of Phase II renovations to the Louisiana State University Lab School Band and Choir areas located in the Louisiana State University Lab School Building on the LSU campus. The Lease Agreement obligates Company to design and construct, at Company's expense, certain renovations and improvements (the "Improvements") consisting of finishing/refurbishing of existing Band Room and Choir Room areas including the patching and leveling of existing floors, painting, replacing ceilings, modifications to existing mechanical and electrical systems and, assuming the availability of sufficient funds, also includes construction of a new 1,240 square foot addition and related improvements.

Company will design and construct the Improvements on LSU property, as shown on Exhibit A attached hereto. The estimated total cost of the Improvements will be approximately Four Hundred Thousand Dollars (\$400,000). The Company shall pay total costs and expenses from private contributions donated for the purpose of supporting the design, construction and related expenses associated with the Improvements.

The Lease proposes that the work shall commence on or before July 31, 2012, and the Company will make best efforts to complete the work on or before January 31, 2013, unless delayed by Force Majeure. Construction shall not commence until the LSU Representative has given written notice to commence and his/her written approval to the plans and specifications.

2. Review of Business Plan

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

3. Fiscal Impact

Pursuant to the terms of the Lease, Company shall pay to the LSU Board of Supervisors the sum of \$100 for leased premises and for rights of use and access as necessary to perform the work.

The total cost for design and construction of all improvements is estimated to be less than Four Hundred Thousand Dollars (\$400,000). The estimated amount may be increased only with the written consent of Company and the LSU Representative. All costs and expenses shall be paid by Company from private contributions donated for the purpose of supporting the design, construction and related expenses incurred by Company in connection with the Improvements.

4. Description of Competitive Process

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

5. Review of Legal Documents

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

6. Parties of Interest

None.

7. Related Transactions

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

8. Conflicts of Interest

None.

ATTACHMENTS:

- Letter from Chancellor Martin
- Proposed Lease Agreement with Company

RECOMMENDATION

It is recommended that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College adopt the following resolution:

"NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that John V. Lombardi, President of the Louisiana State University System, or his designee, is authorized on behalf of and in the name of the Board of Supervisors to execute a Lease Agreement between the Board of Supervisors and LSUPF Gym & Performing Arts, LLC, for construction of Louisiana State University Lab School Band and Choir Renovations Phase II; and,

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



LOUISIANA STATE UNIVERSITY

Office of the Chancellor

OFFICE OF THE
PRESIDENT

FEB 14 2012

LSU SYSTEM

Date: February 14, 2012

RECEIVED

FEB 14 2012

PROPERTY & FACILITIES

To: John V. Lombardi
President
LSU System

From: 
Michael Martin
Chancellor

Subject: Recommendation to Approve Lease Agreement for Construction of Louisiana State University Lab School Band and Choir Renovations Phase II

Attached for your review is a resolution requesting approval of a proposed lease agreement between the LSUPF Gym and Performing Arts, LLC, organized by its sole member, the LSU Property Foundation, and the Board of Supervisors for construction of Louisiana State University Lab School Band and Choir Renovations Phase II. The lease agreement obligates the LSUPF Gym and Performing Arts, LLC to design and construct certain renovations and improvements to the existing Band and Choir Rooms. The estimated cost will be approximately \$400,000. The project will be totally funded by private contributions donated for said purpose.

It is requested that the resolution be forwarded to the Board of Supervisors for placement on the March 2012 Board of Supervisors' meeting agenda.

Please let me know if you need additional information.

Attachments

**LEASE AGREEMENT FOR CONSTRUCTION OF
LOUISIANA STATE UNIVERSITY LAB SCHOOL
BAND AND CHOIR RENOVATIONS PHASE II**

**THIS LEASE AGREEMENT FOR CONSTRUCTION OF LOUISIANA STATE
UNIVERSITY BAND AND CHOIR RENOVATIONS PHASE II** (herein "Agreement") is
entered into as of the ____ day of _____, 2012, by and between

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

and

LSUPF GYM AND PERFORMING ARTS, LLC, a Louisiana limited liability
company organized by its sole member, the LSU Property Foundation, and
existing under the laws of the State of Louisiana, domiciled in the Parish of East
Baton Rouge, herein appearing through and represented by G. Lee Griffin, its
duly authorized representative (hereinafter referred to as "Company"),

provides as follows:

WHEREAS, Board is the owner of a certain tract of immovable property described
herein below;

WHEREAS, the Company desires to design and construct, at Company's expense,
certain renovations and improvements to the Louisiana State University Lab School campus
located at the campus of Louisiana State University (herein "LSU"), said renovations and
improvements may include a new 1240 square foot addition and related improvements to the
LSU Lab School Band and Choir areas and shall include the finishing / refurbishing of existing
Band Room and Choir Room areas including the patching and leveling of existing floors,
painting, replacing ceilings and modifications of existing mechanical and electrical systems (the

“Improvements”), all in accordance with plans and specifications approved by the President of the LSU System or his designee (hereinafter the “LSU Representative”) and pursuant to Board/LSU’s design standards, which Improvements Company will donate to Board upon completion of construction;

WHEREAS, Board desires to grant to Company certain rights of use and access in order to facilitate the construction of the Improvements by Company; and,

WHEREAS, the Company is a single-member limited liability company operated on a non-profit basis and formed by the LSU Property Foundation (“Foundation”), a nonprofit 501(c)(3) corporation whose tax exempt purpose is to support the mission and programs at LSU; and,

WHEREAS, Company will promote the mission and tax-exempt purpose of Foundation as well as the mission of LSU by designing and constructing the Improvements as described herein and donating said Improvements to Board after completion of construction;

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

ARTICLE I PROPERTY DESCRIPTION

Board is the owner of certain areas located in the Louisiana State University Laboratory School Building designated as Rooms 101 – 110 and 112 – 123, in addition to a 1240 square foot tract of land immediately south of existing Rooms 117, 120, 121 and 122 (the “Property”), all as depicted on the floor plan shown on page 4 of the attached Exhibit “A.” Board desires to lease the Property to Company for construction of the Improvements and related purposes as authorized herein.

**ARTICLE II
LEASE OF PROPERTY**

For and in consideration of One Hundred and 00/100 Dollars (\$100.00) and other good and valuable consideration set forth herein, Board hereby leases the Property to Company and hereby grants to Company such rights of use and access as are necessary to perform the "Work" as hereinafter defined. The lease of the Property as provided for herein, including all rights of access and use for construction purposes unless otherwise provided, shall terminate upon the earlier of (a) termination of this Agreement or (b) donation of the Improvements and the Work to Board as provided herein.

**ARTICLE III
AGREEMENT TO CONSTRUCT IMPROVEMENTS AND USE OF PROPERTY**

Company does hereby agree to design, construct the Improvements, consisting of a new 1240 square foot addition and related improvements to the LSU Lab School Band and Choir areas (assuming the existence of sufficient funds) and the finishing / refurbishing of existing Band Room and Choir Room areas including the patching and leveling of existing floors, painting, replacing ceilings and modifications of existing mechanical and electrical systems, in accordance with plans and specifications approved by the LSU Representative and pursuant to Board's design standards applicable to LSU, and Company further agrees to donate the Improvements to Board after completion of the construction. It is estimated that the total cost of the Improvements, including both construction and design, will be approximately Four Hundred Thousand and 00/100 Dollars (\$400,000.00), all of which cost and expense shall be paid by Company from private contributions donated for the purpose of supporting the design, construction and related expenses incurred in connection with the Improvements. Said amount may be increased with the written consent of Company and the LSU Representative, subject to

the requirements of Section 4.11 hereof. Company may use the Property only for construction of the Improvements.

3.1 Company shall not use the Property for the sale, distribution, storage, transportation or handling of petroleum or synthetic products. Company shall not make any use of the Property in violation of any applicable statutes, ordinances, regulations or laws and shall not permit any contamination or pollution on or about the Property or increase the fire or insurance hazard by any use thereof. Before beginning any work on the Property, Company shall obtain any permits required by the State of Louisiana, the Parish of East Baton Rouge, the United States of America or any of their subdivisions, agencies or departments. Company shall not install or otherwise place storage tanks in or on the Property without the LSU Representative's prior written consent which, in addition to any other conditions required by Board, shall be subject to the condition that any such tank shall be located on a concrete slab and shall be surrounded by a retaining wall that shall retain the products stored in the tanks in the event of any spill, discharge, leak, overflow or other release.

ARTICLE IV CONSTRUCTION

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

4.1 Plans and Specifications/Change Orders. Plans and specifications for construction of the Improvements shall be delivered to the LSU Representative for review at least thirty (30) days prior to the anticipated commencement of the Work. The LSU Representative shall approve or disapprove such plans and specifications within thirty (30) days of receipt thereof. No change order to the contract or to the plans and specifications, regardless of the amount, which results in a net increase in the original contract amount of more than ten

percent (10%) or which materially alters the appearance or square footage of the Improvements shall be implemented without the prior written consent of the LSU Representative and the Director of Planning, Design & Construction for LSU's Office of Facility Services ("Director of Facility Planning"). Changes which do not result in a net increase in the original contract amount of more than ten percent (10%) or materially alter the appearance or square footage of the Improvements shall be approved by the Director of Facility Planning prior to implementation. Any request for change orders to the plans and specifications or to the construction contract should be made to the LSU Representative or the Director of Facility Planning, as applicable. The LSU Representative or the Director of Facility Planning, as applicable, shall approve or disapprove such request within fourteen (14) business days of having received the request for the change order. Failure by the LSU Representative or the Director of Facility Planning to approve or disapprove a request for change order within the time specified herein shall be deemed approval.

Before commencement of construction, the Division of Administration's Office of Facility Planning and Control ("OFPC") shall review the plans and specifications for the Improvements for the purpose of determining compliance with applicable building codes, space standards where appropriate, and standards assuring quality of construction. The approval of the plans and specifications by OFPC for such purpose shall be required prior to the commencement of construction.

4.2 Commencement and Completion of Work. Unless delayed by Force Majeure, at its own expense, Company agrees to commence construction of the Improvements (said construction to be referred to herein as the "Work") on or before July 31, 2012 and shall make best efforts to complete the Work on or before January 31, 2013, unless delayed by Force

Majeure as hereinafter defined. The location of the Work (including staging area) is set forth on Exhibit "A" hereto. Said Work shall not commence until the LSU Representative has given his written notice to commence and his written approval to the plans and specifications. The commencement and completion dates set forth herein may be extended by a written change order issued by the Company and approved in writing by the LSU Representative.

"Force Majeure" for purposes of this Agreement shall mean, any (a) act of God, lightning, hurricane, tornado, and other 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; or (c) any other similar cause or similar event beyond the reasonable control of the Company.

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

- (a) The Work will be performed solely and exclusively for Company.

- (b) Company is a separate legal entity from Board and LSU. It is not acting as agent for Board or LSU, and Company has no authority to obligate Board or LSU to any extent whatsoever.
- (c) Neither Board, LSU 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 Agreement; provided, however, that this provision shall not be deemed to limit the liability of the State Office of Risk Management under any policy or policies of insurance issued to Board or LSU, Company or any other entity.
- (d) Company has no ownership interest in the Property upon which the Work will be performed. Any improvements placed on property of Board shall become property of Board upon completion of the Work and donation of the Improvements and the Work in accordance with the terms of this Agreement. The Work shall not give rise to any rights against the Property, Board or LSU.

4.4 Performance Bond. Company shall require that the contractor provide a performance and labor and materials payment bond with a corporate surety authorized to do business in the State of Louisiana. Said bond shall be for the greater of the full amount of the contract price or the amount of the guaranteed maximum price of the Work. Both Company and Board shall be co-obligees under the bond.

4.5 Rights Concerning the Property during Construction. To the extent necessary, Company and its contractors shall have the right to occupy and use the Property, with reasonable ingress to and egress from the Property, during the term of this Agreement and with the prior written consent of the LSU Representative shall fence or block off that area of the Property

necessary to perform the Work in a safe and secure manner acceptable to the LSU Representative. Company assumes all responsibility for the condition of the Property used by it during the term of this Agreement. Company and its contractors shall maintain the Property and any improvement or construction thereon in a reasonably prudent manner at all times until the Work is accepted by Board. Company will take prudent care of the Property and return same to Board at the termination or expiration of this Agreement, with the Improvements thereon, in as good a condition as when received, ordinary wear and tear excepted. Board shall not be responsible for any maintenance or repairs to the Property during the term of this Agreement. Company accepts the Property for the purposes herein outlined without any warranty of title or recourse whatsoever against Board or LSU.

4.6 Access over Adjoining Property during Construction. Board hereby grants to Company servitude of access over and across such other property owned by Board as is necessary in order for the Company to fulfill its obligations hereunder, provided, however, Company will not unreasonably interfere with Board's or LSU's use of such other property.

4.7 Board/LSU Rules and Regulations; Code Compliance; Board Access During Construction. Company agrees that it will comply with all Board and LSU regulations and policies with regard to all contractors and personnel entering the Property for purposes of construction, and with all state and local laws and ordinances regulating its operations on the Property, and that it will secure, at its own expense, all necessary permits and licenses from all regulatory agencies or bodies, which rules and regulations will be addressed at the pre-construction conference. Company shall make these same requirements of its contractor or contractors for the Work. Company and its contractors shall design and construct the Work in accordance with all current and applicable codes, rules, regulations, applicable laws and

applicable amendments thereto, including but not limited to the International Building Code, NCANSI-A117.1 (1986 or the edition current as of the Effective Date hereof), the most recent edition of the NFPA 101 Life Safety Code, the Americans with Disabilities Act, and all applicable local and state uniform building codes in effect as of the Effective Date hereof. The Work and the Property shall be subject to inspection by the LSU Representative, and the LSU Representative, including any other Board employees, agents or consultants designated by him, shall have access at all times to the Work and the Property during construction for all purposes including but not limited to the right to review the Work to determine that it is being performed in compliance with the approved plans and specifications and in a good and workmanlike manner.

4.8 Approvals. Board may not unreasonably deny or delay any approval required pursuant to this Agreement. Except as otherwise specifically provided herein, failure by Board to approve or disapprove within a time limit set forth herein shall be deemed disapproval by Board.

4.9 Signage. Before erecting or placing any sign upon the Property or the Improvements, Company shall submit the design specifications of such sign to the LSU Representative for approval, which approval shall not be withheld if such signage is consistent with Board or LSU's current signage policy or such signage was included in the plans and specifications, which have been approved by the LSU Representative.

4.10 Acceptance of Construction. Company and Board agree to work together to complete all warranty and punch list items within the first year following acceptance of the Work. Company will not accept the Work without the written approval of the LSU Representative. Board reserves the right to refuse to approve the acceptance of the Work unless

Company certifies in writing to Board that monies equal to the value of the punch list deficiencies have been withheld by the Company for payment to the contractor for completion of the punch list items and that such monies shall not be expended for any other purpose. All governmental reviews, acceptance letters and associated appeals, including but not limited to the Office of the State Fire Marshall, OFPC and the Department of Public Health, if applicable, shall be delivered to the LSU Representative prior to final acceptance of the Work. Upon acceptance of the Work by Company, Company hereby agrees that, to the extent allowed by law, Company 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, Company shall continue to be obligated to complete the punch list items. Final payment shall not be made to the contractor until the Director of Facility Planning agrees in writing that the punch list items have been completed.

4.11 Funds for Construction. Upon request by the LSU Representative and prior to the commencement of Work, Company shall certify in writing to the LSU Representative that the total amount of money needed to complete the Work has been collected or acquired by the Company and that such funds have been dedicated to that use and will not be expended for any other purpose.

4.12 Clerk of the Works. If in Board's sole discretion it becomes necessary, Company at Company's expense, shall hire a Clerk of the Works for full time supervision of the Work.

4.13 Inspection and Survey. Company shall inspect the Property and arrange for boundary surveys, topographical surveys, soil borings and other site investigations at its expense. Company accepts the Property in its present condition.

4.14 Utilities. Board shall provide for water, heat, gas, electricity, sewerage and other utilities necessary for the construction of the Work to the boundary of the Property. Company

shall be responsible for paying or shall cause to be paid any and all charges for all utilities used on the Property during construction of the Work.

4.15 No Liens; Release of Recorded Liens. Company shall not suffer or permit any liens to be enforced against the Property, the Work, the Improvements, Board or LSU by reason of a failure to pay for any work, labor, services or materials supplied or claimed to have been supplied to Company or to anyone through or under the Company. If any such liens shall be recorded against the Property, Company shall cause the same to be released of record, or in the alternative, if the Company in good faith desires to contest the same, Company shall be privileged to do so, but in such case, Company hereby agrees to indemnify and save Board and LSU 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. Furthermore, at the LSU Representative's request, Company shall promptly deposit with the Recorder of Mortgages for East Baton Rouge Parish a bond guaranteeing payment of any such liens.

4.16 Site Prior to Construction. Company or its contractors will not remove or trim any trees located on or adjacent to the Property without prior written consent of the LSU Representative, which consent shall not be unreasonably withheld. During construction the Company and its contractors will protect and guard all trees standing within 100 yards of the construction site for a distance of 10 feet from the drip line of each tree against vehicular traffic and other reasonably foreseeable hazards, and not store any construction materials within the protected area. Any existing utility lines to surrounding buildings must be rerouted by Company in order that the Improvements not be placed over any existing utility lines.

ARTICLE V INSURANCE

5.1 Unless otherwise approved in writing by the LSU Representative, during the Work and prior to the donation to Board of the Improvements, Company shall maintain or require its 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 Improvements, Work, Property and all structures located on the Property to protect against any damage or loss during the Work and until final donation of the Work and 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 Work. It shall run in favor of contractor, Company 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. Company 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 Company's, Board's and the architect's legal liability arising out of the construction performed by Company 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 structures and buildings, which may arise from operations for the construction of the Work. Unless otherwise agreed to in writing by Board, such policy or policies of insurance shall provide minimum liability limits of Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence and Five Million and 00/100 Dollars (\$5,000,000.00) general aggregate. Company shall also require its contractors and subcontractors to have in full force and effect a policy of workers' compensation and employer's liability insurance before proceeding with the construction under this Agreement. 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 Agreement, Company shall provide to Board evidence that the architect for the work has procured architect's design, errors and omissions insurance coverage for the Work in an amount acceptable to the LSU Representative, and Board shall be named as an additional insured on said policy.

All insurance shall be obtained through insurance companies duly licensed to do business in the State of Louisiana and bearing a rating of A+:XV in the latest A. M. Best Co. ratings guide.

5.2 Additional Insureds. Company and Board shall each be named as an additional insured on all policies required hereby. Certificates of all policies of insurance and upon request by the LSU Representative copies of all insurance policies shall be delivered to Board, and said certificates and policies shall provide a thirty (30) day written notification to the LSU Representative prior to the cancellation thereof.

**ARTICLE VI
DONATION OF IMPROVEMENTS AND TITLE TO IMPROVEMENTS**

6.1 Company agrees to donate the Improvements and Work to Board after (a) final acceptance of the Work by Company and written approval by the LSU Representative of said final acceptance, and (b) the delivery to the LSU Representative of (i) either 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 and Work have been adequately bonded. Unless otherwise agreed to in writing by Board and Company, the Improvements and Work shall not be donated to Board until the events in both (a) and (b) of this paragraph have occurred. Unless otherwise agreed to in writing by Board and Company, use and/or occupancy of the Improvements shall be prohibited until the Improvements and Work have been donated by Company to Board.

6.2 Upon fulfillment of the conditions set forth in paragraph 6.1 (a) and 6.1 (b) hereof, the Improvements and Work shall be donated to and title and ownership to said Improvements and Work shall be transferred to and shall become owned by Board. Unless otherwise agreed to in writing by Board and Company, 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, Company shall have no further responsibilities, obligations or liabilities with regard to the Improvements, the Property or the Work, except as otherwise specifically set forth herein,

including but not limited to final payment for all punch list items remaining on the Work, which obligation shall survive the termination of this Agreement. Company shall bear the risk of loss with respect to the Improvements and Work until final acceptance of the donation by Board. Furthermore, prior to such donation, Company shall obtain guarantees and warranties acceptable to the LSU Representative 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 and Work.

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 by Board thereof. The parties will record the donation and acceptance in the records of East Baton Rouge Parish.

6.4 Notwithstanding anything contained in this Agreement, Board at all times will have the absolute right to terminate this Agreement on thirty (30) days' written notice to Company. Upon such termination either Board shall take title to the Work and Improvements, or Board, at its option, may require Company to transfer all of its right, title and interest in this Agreement, in any funds dedicated to complete the construction of the Work and Improvements, and in the Work and 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 Company hereunder.

ARTICLE VII INDEMNIFICATION

7.1 Company, for itself and for its successors, assigns, agents, contractors, employees, invitees, customers and licensees, agrees to indemnify, defend and to hold Board and LSU harmless against any loss for damages or injuries that may be suffered by any person, including

but not limited to Company's agents, contractors, employees, invitees and licensees, to the extent such loss arises out of or is related to the Work, and Company agrees to defend Board and LSU in any legal action against it and pay in full and satisfy any claims, demands or judgments made or rendered against Board and LSU, and to reimburse Board and LSU 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, but Company's costs, expenses and indemnity payments incurred in fulfilling this indemnity and defense shall be limited to insurance proceeds which are available for this purpose, but only if Company has procured and kept in force the insurance required by this Agreement.

7.2 To the extent allowed by law, Board, for itself and for its successors, assigns, board members, officers, and employees, agrees to indemnify, defend and hold Company harmless against any loss for damages or injuries that may be suffered by any person including but not limited to Board's board members, officers, and employees, to the extent that such loss, damage or injuries arise out of the fault or negligence of Board or anyone for whom Board is legally liable, and Board agrees to defend Company in any such 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 Company, and to reimburse Company for any legal expenses, including attorneys' fees and court costs, which may be incurred by it in defense of any such claim or legal action arising thereunder; provided, however, that Board's costs, expenses and indemnity payments incurred in fulfilling this indemnity and defense shall be limited to proceeds from the Office of Risk Management which are available for this purpose.

**ARTICLE VIII
TERMINATION**

This Agreement shall terminate upon donation of the Improvements and Work to Board and acceptance by Board of said donation as set forth in Article VI hereof or at the latest on December 31, 2013. This Agreement may be extended by written consent of both parties, which consent may be granted by the President of the LSU System and the Manager of the Company.

**ARTICLE IX
NOTICES**

All notices, demands and correspondence made necessary by the provisions of this Agreement 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: President 3810 West Lakeshore Drive Baton Rouge, LA 70808
With a copy to:	Associate Vice Chancellor for Facility Services Louisiana State University Facility Services Bldg., CEBA Lane Baton Rouge, LA 70803
Company	LSUPF Gym and Performing Arts, LLC Attention: G. Lee Griffin, Manager 3838 West Lakeshore Drive Baton Rouge, LA 70808
With a copy to:	Roedel, Parsons, Koch, Blache, Balhoff & McCollister Attention: David H. Hardy 8440 Jefferson Highway, Suite 301 Baton Rouge, LA 70809

**ARTICLE X
COMPANY DEFAULT**

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

- (a) Failure of Company to commence and/or complete the Work as set forth in this Agreement, within the time frame allowed, unless such time period has been mutually extended in writing by the LSU Representative and Company, 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) A deviation, unauthorized in writing by the LSU Representative, from the plans and specifications for the Work approved by the LSU Representative, which deviation materially increases the total contract amount or which materially alters the appearance or square footage of the Improvements and has continued for a period of thirty (30) days after receipt of written notice from LSU specifying such failure and requesting that it be remedied; or
- (c) Failure of Company to observe or perform any other covenant, condition or agreement upon its part to be observed or performed under this Agreement for a period of thirty (30) days after receipt of written notice specifying such failure and requesting that it be remedied; or
- (d) The taking by execution of the Improvements or the Work for the benefit of any person or entity other than Board; or
- (e) A court having jurisdiction shall enter an order for relief in any involuntary case commenced against Company, 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 Company or any

substantial part of the properties of Company or ordering the winding up or liquidation of the affairs of Company, and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days; or

- (f) The commencement by Company of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by Company 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 Company or any substantial part of the properties of the Company; or
- (g) Company, after commencement of construction but prior to substantially completing construction of the Work and/or the Improvements, abandons (with no intent to continue) construction for a period of fifteen (15) 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 Company 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 Agreement terminated. In the event of the termination of this Agreement, Company expressly waives any notice to vacate. Furthermore, in the event of the termination of this Agreement during the Work due to the default of contractor, Board may call on the surety under the performance bond to complete the Work and shall be the owner of all improvements made on or to the Property, provided, however, at Board's sole option, Company shall transfer its rights and obligations under this Agreement and any funds Company 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.

**ARTICLE XI
BOARD DEFAULT**

Company 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 Agreement 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, Company shall have the right, without any further demand or notice to declare this Agreement terminated and shall have no further obligation to perform any of the obligations of Company under this Agreement.

**ARTICLE XII
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. It is further understood and agreed that except to the extent the LSU Property Foundation, in association with the LSU Foundation, has agreed to transfer or otherwise make available to Company, funds donated to the LSU Foundation for the specific purpose of supporting the design, construction and related expenses associated with the Improvements, neither the LSU Foundation nor the LSU Property Foundation shall have any liability or responsibility to either the Board or third-parties for the satisfaction of any claims, liabilities or other obligations incurred by Company, regardless of whether such claims, liabilities or obligations are incurred

pursuant to the terms of this Agreement, any agreement authorized or entered into pursuant to the terms of this Agreement, or otherwise.

12.2 Attorneys' Fees. If either party is required to commence legal proceedings relating to this Agreement, 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 Agreement 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 Company of a breach of any of the covenants, conditions, or restrictions of this Agreement shall constitute a waiver of any subsequent breach of any of the covenants, conditions, or restrictions of this Agreement. The failure of Board or Company to insist in any one or more cases upon the strict performance of any of the covenants of the Agreement, 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 Company of any provision of this Agreement 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 Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

12.6 Authorization. By execution of this Agreement, Company 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 Agreement have been taken and performed; and that the persons signing this Agreement on their behalf have due authorization to do so.

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

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

12.9 Assignment and Mortgage. Company shall not assign this Agreement or any part hereof without the prior written consent of the President of the Louisiana State University System, and any attempt of assignment without the prior written consent of the President of the Louisiana State University System shall be null and void as to Board. Furthermore, Company may not mortgage or encumber its rights in or arising out of this Agreement or any rights it has or might have in the Improvements or the Work without the prior written consent of the President of the Louisiana State University System, and any attempt to mortgage or encumber without the prior written consent of the President of the Louisiana State University System shall be null and void as to Board.

12.10 Books, Records and Audit. The books, accounts and records of Company which pertain directly to the Work and construction of the Improvements shall be maintained at the principal office of Company. 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 Company and its contractor(s) to the extent necessary to verify compliance with this Agreement

or insofar as said books, bank accounts, records and accounts directly relate to Company's performance of its obligations under this Agreement. 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, by the Louisiana Legislative Auditor or by the Office of the Governor, Division of Administration, but any and all such audits shall be conducted without materially or unreasonably or unnecessarily interrupting or interfering with the normal conduct of business affairs of the Company.

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 Board into another educational institution.

12.12 Notice of Lease. Company agrees not to record this Agreement. At the Company'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 Company.

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

12.14 Entire Agreement. This Agreement, together with the exhibit attached hereto, contains the final and entire agreement between the parties hereto with respect to the Property and the Improvements and contains all of the terms and conditions agreed upon with respect to the Property and the Improvements, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto; it being

the intent of the parties that neither shall be bound by any term, condition, or representations not herein written.

[Remainder of page intentionally left blank.]

**[Signature page for Lease Agreement for Construction of
Louisiana State University Laboratory School Band and Choir Renovations Phase II]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as
of the day, month and year hereinabove first written.

WITNESSES:

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

Name: _____

Date: _____

Name: _____

Date: _____

By: _____

John V. Lombardi, President
Louisiana State University System

LSUPF GYM AND PERFORMING ARTS, LLC

Name: _____

Date: _____

Name: _____

Date: _____

By: _____

G. Lee Griffin, Manager
LSUPF Gym and Performing Arts, LLC

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

ACKNOWLEDGMENT

BE IT KNOWN that on this ____ day of _____, 2012, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared John V. Lombardi, appearing herein in his capacity as the President of the Louisiana State University System, and appearing on behalf of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a public constitutional corporation organized and existing under the laws of the State of Louisiana, who, being by me first duly sworn, declared and acknowledged to me, Notary, that he executed the above and foregoing instrument on behalf of said corporation with full authority of its Board of Supervisors and that said instrument is the free act and deed of said corporation and was executed for the uses, purposes and benefits therein expressed.

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

WITNESSES:

Name: _____
Date: _____

John V. Lombardi, President
Louisiana State University System

Name: _____
Date: _____

NOTARY PUBLIC

Name: _____
Bar Roll No. _____
Commission Expires: _____

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

ACKNOWLEDGMENT

BE IT KNOWN that on this ____ day of _____, 2012, 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 G. Lee Griffin, appearing herein in his capacity as Manager of the LSU Gym and Performing Arts, LLC, a Louisiana limited liability company, 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 and with full authority of said Company and that said instrument is the free act and deed of said Company 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:

LSUPF GYM AND PERFORMING
ARTS, LLC

Name: _____
Date: _____

By: _____
G. Lee Griffin, Manager
LSU Gym and Performing Arts, LLC

Name: _____
Date: _____

NOTARY PUBLIC

Name: _____
Bar Roll No. _____
Commission Expires: _____

Louisiana State University Louisiana State University Lab School Band & Choir Renovations

ARCHITECTS PROJECT NO. 0

LSU Contract No.

CFMS#

SCHEMATIC LEASING INFORMATION

STATE OF LOUISIANA

Bobby Jindal, Governor
Paul W. Rainwater, Commissioner of Administration
John David, Director of Facility Planning and Control

LSU SYSTEMS

John Vincent Lombardi, LSU Systems
Mike Martin, Chancellor
Jim Howell, Assistant Vice President, Office of
Property and Facilities

PROFESSIONAL OF RECORD:

ARCHITECTS:
TIPTON ASSOCIATES
449 WESTMORELAND DRIVE
BATON ROUGE, LA 70806
725-387-0101
725-387-0104
Contact: Shane Hipton, Architect AIA

CONSULTANTS

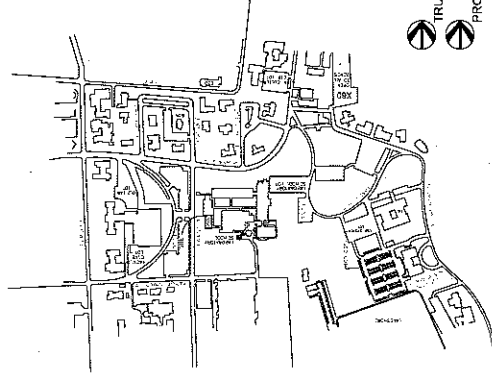
MECHANICAL, ELECTRICAL AND PLUMBING ENGINEERS
PE ENGINEERS
8147 KELWOOD AVENUE
BATON ROUGE, LA 70805
725-926-6920

GENERAL
DOOR SCHEDULE SHEET, DRAWINGS INDEX, VICINITY MAP
CIVIL
CONCRETE, GROUND ANCHORS AND NOTES
ARCHITECTURAL
MECHANICAL, ELECTRICAL, PLUMBING, AND
ACQUISITION/COMPLETION PLANS
MECHANICAL, ELECTRICAL, PLUMBING,
AND MECHANICAL SCHEDULES AND DETAILS
PLUMBING
PUB. PLUMBING/GOOD PLAN

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUE FOR RECORD LEASING INFORMATION	06/07/2011

DRAWING INDEX



VICINITY MAP

THE SCOPE OF THIS PROJECT WILL COMPLETE THE BUILD OUT OF THE EXISTING BAND AND CHOIR BUILDING AT THE UNIVERSITY LAB SCHOOL.
A COMPLETION OF SHELL SPACES NOT COMPLETED UNDER PAGE ONE.

PROJECT DESCRIPTION

MEP Engineers
457 Engineers
2017 Westmoreland Drive
Baton Rouge, LA 70806
(504) 387-0101

Louisiana State University Lab
School Band & Choir Renovations
LSU Campuses, CHS&P
Baton Rouge, LA 70803
March 19, 2011

tipton
architectural & planning • interior

March 19, 2011, 10:40
Issue to: Shane, Jim
Issue from: Shane
Issue by: Shane
Issue for: CHS&P
449 Westmoreland Drive
Baton Rouge, Louisiana 70806
Phone: 504.387.0101
www.tiptonassociates.com

COVER SHEET, DRAWING
INDEX, VICINITY MAP

G301

NO.	REVISIONS	DATE

881 ISSUES
 1. ISSUED FOR LEADERSHIP INFORMATION 01 NOV 2011

SITE PLAN KEYNOTES

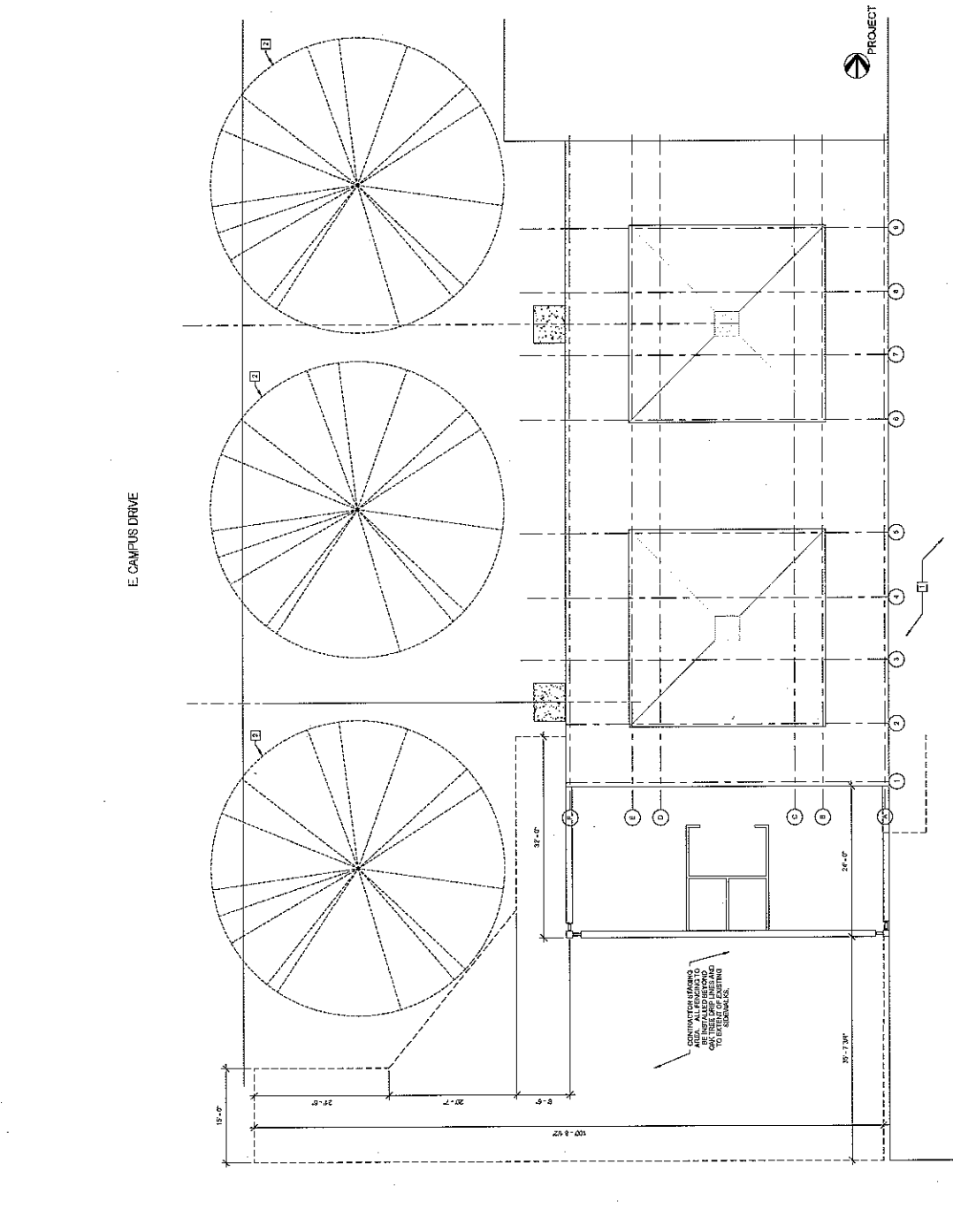
- CONCRETE WORK TO BEHALD FOR THE PURPOSE OF PROJECT THROUGHOUT CONSTRUCTION. COORDINATE WITH ARCHITECTURE THROUGHOUT THIS AREA.
- EXISTING ROOM TILES TO BE PROTECTED AT ALL TIMES. CONSTRUCTION TO FINISH OFF PER SPECIFICATIONS.
- NOT USED
- NOT USED

MEP Engineers
 401 Poydras Street
 Suite 2000
 New Orleans, LA 70112
 (504) 581-2200

Louisiana State University Lab
 School Band & Choir Renovations
 100 Commons
 CP 508
 Baton Rouge, LA 70803
 9/20/12 2:01

tipton
 architecture + planning + interiors
 1400 Poydras Street, Suite 2000
 New Orleans, LA 70112
 504.581.2200
 401 Poydras Street, Suite 2000
 New Orleans, LA 70112
 504.581.2200
 www.tipton-architecture.com

SHEET: C/100
 SITE PLAN AND NOTES



1 ROOF / SITE PLAN
 1/8" = 1'-0"

NO.	REVISIONS	DATE

667 ISSUE:
1. ISSUED FOR ESTIMATE INFORMATION: 09 MAY 2011

GENERAL NOTES:

1. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS IN THE FIELD BEFORE WORKING AND REPORT ANY DISCREPANCIES TO THE ARCHITECT IMMEDIATELY.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTING AGENCIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTING AGENCIES.

FURNITURE AND FINISHES PLAN KEYNOTES

FURNITURE SHOWN FOR CONSTRUCTION PURPOSES ONLY TO BE FURNISHED BY OWNER, NOT IN CONTRACT.
FURNITURE NOT TO BE CONSIDERED FOR ADDITIONAL INFORMATION OR MATERIALS.

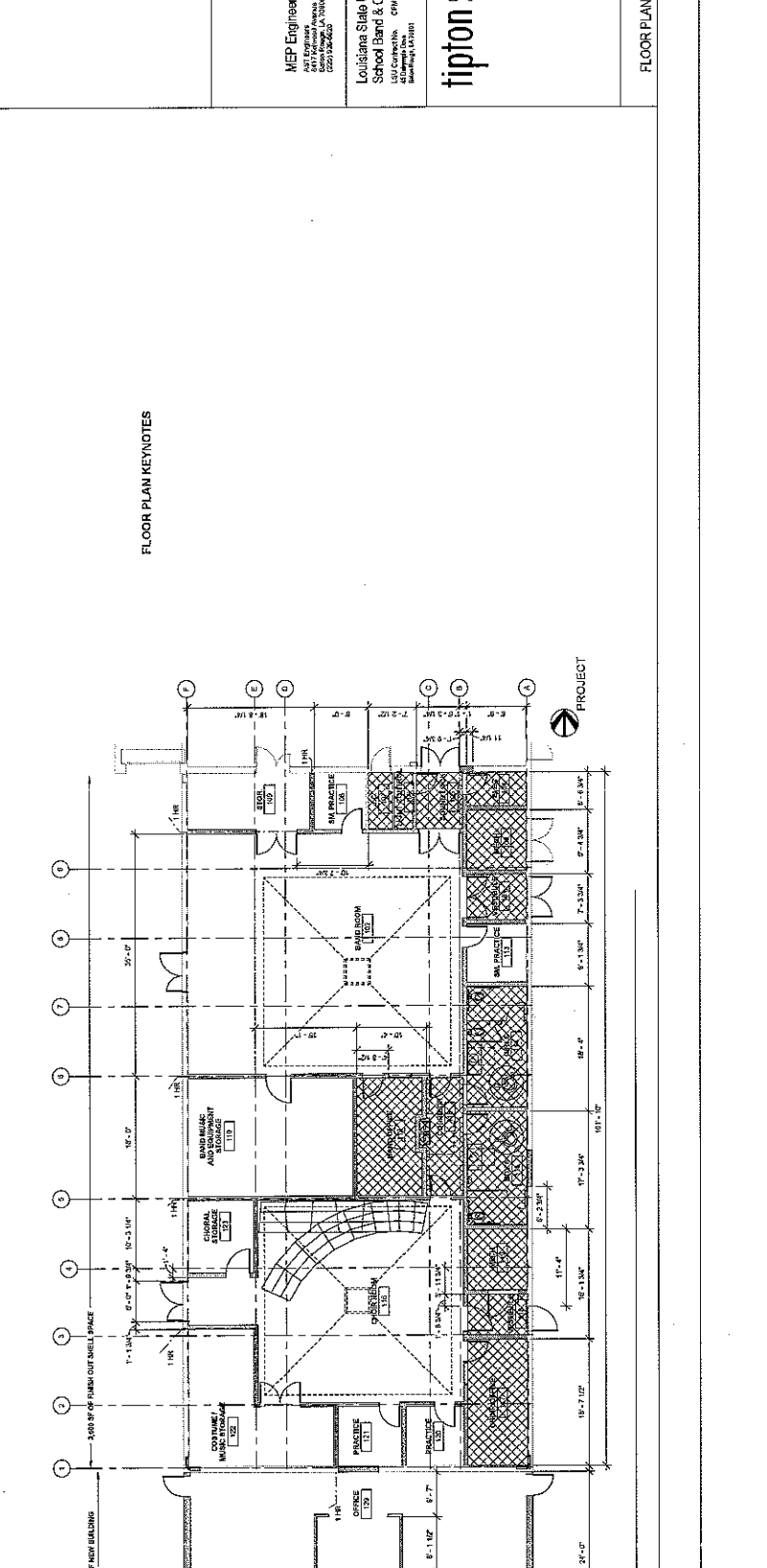
FURNITURE AND FINISHES PLAN LEGEND

TOILET
VLT
CVT
WALLS
STO
VINYL COMPOSITE TILE
CERAMIC TILE
GRIND FLOORING
GRANITE
PAINT

2 FURNITURE AND FINISHES PLAN
1/8" = 1'-0"

FLOOR PLAN KEYNOTES

1 FLOOR PLAN
1/8" = 1'-0"



MEP Engineers
All Engineering
Civil, Mechanical, Electrical, Plumbing, HVAC, Fire Protection, and Energy Conservation
600 Poydras Street, Suite 2000
New Orleans, Louisiana 70112
(504) 588-7777
www.tiptonassociates.com

tipton
associates
interior architecture • planning • interiors

Louisiana State University
1600 University Lakeshore
Baton Rouge, LA 70803
(225) 782-7000
www.tiptonassociates.com

FLOOR PLANS AND NOTES
A100

NO.	REVISIONS	DATE

SET (S&U)
 1 REVISED FOR I.D. BASE INFORMATION ; 09 NOV 2011

GENERAL NOTES:
 AREAS SHOWN WITH HATCH ARE PORTIONS OF WORK
 PROVIDED BY OTHER CONTRACTORS. THE CONTRACTOR
 SHALL VERIFY THE LOCATION AND CONDITION OF ALL
 WORK BEFORE BEGINNING WORK.

RCP LEGEND
 1/4" x 1/4"

- 224 FLOURESCENT
- 4 LINEAR FLOURESCENT PENDANT
- 14 FLOURESCENT PENDANT
- 227 ADDITIONAL CROWN TILE
- 228 SUPPLY PANEL FUSER
- 229 RETURN AIR DIFFUSER
- EXIT
- EXIT SIGNAGE

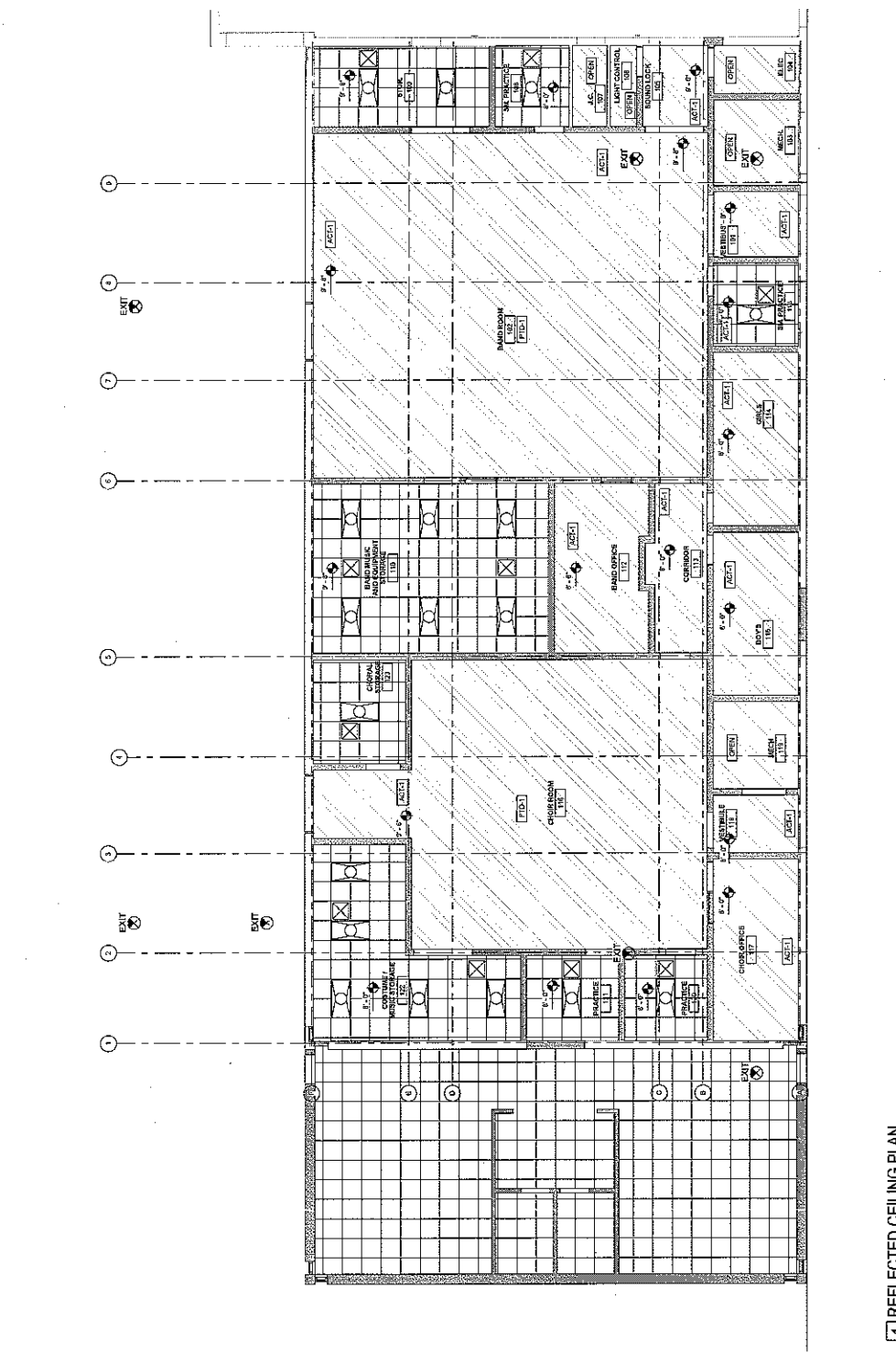
tipton o s s o c i a t e s
 architects • planning • interiors

tipton architects, llc
 1117 Poydras Street
 Suite 1100
 New Orleans, LA 70112
 504.581.8110
 www.tiptonassociates.com

MEP Engineers
 417 Engineers
 1001 Poydras Street
 Suite 1100
 New Orleans, LA 70112
 504.581.8110

**Louisiana State University Lab
 School Bands & Choir Renovations**
 308 W. University Ave.
 Baton Rouge, LA 70803
 225.389.3344
 www.lsu.edu

REFLECTED CEILING PLANS A400



1 REFLECTED CEILING PLAN
 SHEET 1147



**RECOMMENDATION TO APPROVE
REQUEST OF A LIMITED LEASE AND USE AGREEMENT OF PROPERTY
WITH THE LOUISIANA CATTLEMEN'S FOUNDATION,
DEAN LEE RESEARCH AND EXTENSION CENTER,
RAPIDES PARISH, LOUISIANA**

To: Members of the Board of Supervisors

Date: March 16, 2011

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

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

1. Summary of the Matter

The Louisiana Cattlemen's Foundation, a Louisiana non-profit corporation affiliated with the Louisiana Cattlemen's Association, is interested in utilizing 63.12 acres of LSU property at the Dean Lee Research and Extension Center to provide programs which benefit and further the LSU AgCenter's mission in beef research and extension programs. The LSU AgCenter requests that the Board of Supervisors approve this request.

2. Review of Business Plan

AgCenter will benefit from the Louisiana Cattlemen's Foundation's beef research and extension programs.

3. Fiscal Impact

Not applicable.

4. Description of Competitive Process

Competitive process is not required.

5. Review of Legal Documents

One Lease Agreement with the Louisiana Cattlemen's Foundation.

6. Parties of Interest

- LSU Board of Supervisors
- Louisiana Cattlemen's Foundation

7. Related Transactions

None.

8. Conflicts of Interest

None.

ATTACHMENTS

- Letter from Chancellor Richardson
- Exhibit "A" drawing
- Sample Lease Agreement

RECOMMENDATION

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

"NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize John V. Lombardi, President of the LSU System, or his designee, to execute a Ground Lease Agreement with the Louisiana Cattlemen's Foundation for the lease of not more than 63.12 acres of the Dean Lee Research and Extension Center, Rapides Parish, Louisiana.

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



RECEIVED

FEB 14 2012

PROPERTY & FACILITIES

Office of Facilities Planning

208 J. Norman Efferson Hall
Baton Rouge, LA 70803
Phone: (225) 578-8731
Fax: (225) 578-7351

February 13, 2012

Dr. John V. Lombardi, President
LSU System
3810 West Lakeshore Drive
Baton Rouge, LA 70808

OFFICE OF THE
PRESIDENT

FEB 14 2012

LSU SYSTEM

RE: **Significant Board Matter**
Lease – Louisiana Cattlemen’s Foundation
Dean Lee Research and Extension Center
Rapides Parish
Alexandria, Louisiana

The Louisiana Cattlemen’s Foundation is interested in utilizing 63.12 acres of LSU property at the Dean Lee Research and Extension Center to provide programs which benefit and further the LSU AgCenter’s mission in beef research and extension programs. The LSU AgCenter requests that the Board of Supervisors approve this request. The LSU AgCenter is further requesting the Board of Supervisors to authorize and empower you to sign the final lease agreement with the Louisiana Cattlemen’s Foundation.

As this project is in support of the AgCenter and its mission, we enclose herewith our request for approval and ask that it be placed on the agenda of the Board of Supervisors March 9th meeting.

I certify that, to the best of my knowledge, I have provided all necessary documentation and that the information contained therein is complete, accurate, and in compliance with Article VII, Section 8 of the Bylaws of the Board of Supervisors. I agree to cooperate in any issues related to this matter. Please let me know if any additional information is needed.

Sincerely,

William B. Richardson, Chancellor and
Chalkley Family Endowed Chair

WBR:reh

Attachments

xc: Dr. John Russin
Mr. Jim Howell
Mr. Roger Husser

For the latest
research-based information
on just about anything,
visit our Website:
www.lsuagcenter.com



Office of the Chancellor

101 J. Norman Efferson Hall - LSU
Baton Rouge, LA 70803
Post Office Box 25203
Baton Rouge, LA 70894-5203
(225) 578-4161
Fax: (225) 578-4143

**OFFICE OF THE
PRESIDENT**

Accounting Services
(225) 578-4648
(225) 578-0735

MAR 01 2012

Corporate Relations and
Public Service Activities
(225) 578-4238

LSU SYSTEM
RECEIVED

Facilities Planning
(225) 578-8731
Fax: (225) 578-6032

MAR 01 2012

Human Resource Management
(225) 578-2258
Fax: (225) 578-8284

PROPERTY & FACILITIES

Diversity
(225) 578-4640
Fax: (225) 578-8284

February 29, 2012

Dr. John Lombardi, President
LSU System
Baton Rouge, LA 70803

RE: Lease – Louisiana Cattlemen’s Foundation
Dean Lee Research and Extension Center
Rapides Parish
Alexandria, Louisiana

Sponsored Programs
104 J. Norman Efferson Hall
Baton Rouge, LA 70803
Post Office Box 25071
Baton Rouge, LA 70894-5071
(225) 578-6030
Fax: (225) 578-6032

Dear Dr. Lombardi:

We would like to provide further details related to the benefits the lease of our lands to the Louisiana Cattlemen’s Foundation will provide to the LSU AgCenter at the request of the LSU System General Counsel. Following is a list of the benefits this collaboration will provide:

1. Have a major impact on economic development of the La cattle industry and the entire La economy.
2. Enhance opportunities for adding value to beef cattle by providing a location for joint research and extension demonstration programs with LCA.
3. Allow cattle producers to directly participate in extension demonstration projects using their own animals.
4. Provide a location for producers to gain hands-on experience with specific management practices designed to add value to their animals.
5. Allow producers to be directly involved designing demonstration programs that can be reproduced at their farm and also at other AgCenter locations.
6. Allow a location to conduct demonstration projects without interfering with designated research trials and animals at Dean Lee and other AgCenter locations.
7. Allow livestock agents and specialists a central location to conduct training on the use of value added practices such as source and age verification, beef quality assurance, pre-conditioning cattle for optimizing post- weaning performance, grazing practices for developing breeding animals as well as market animals, etc.
8. Provide an incentive for LCA foundation to provide additional funding to support research, extension and graduate programs at LSU.

Ag Leadership
102 M Efferson Hall - LSU
Post Office Box 25100
Baton Rouge, LA 70894-5100
(225) 578-3659
Fax: (225) 578-4225

Please let us know if you need further information.

Sincerely,

William B. Richardson, Chancellor
And Chalkley Family Endowed Chair

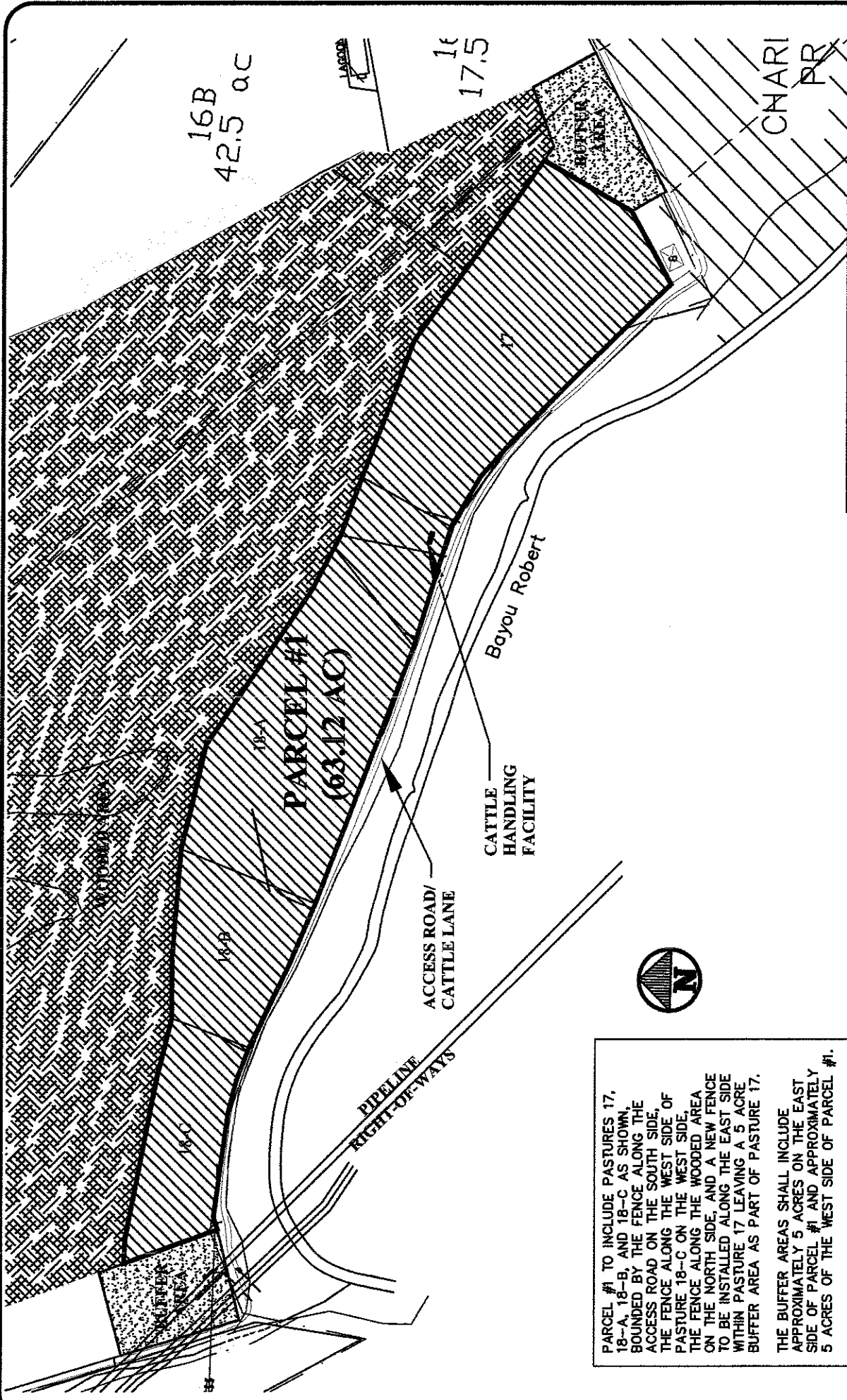
Communications
128 Knapp Hall - LSU
Baton Rouge, LA 70803
Post Office Box 25100
Baton Rouge, LA 70894-5100
(225) 578-2263
Fax: (225) 578-4524

XC: Paul Coreil
John Russin
Phil Elzer
Roger Husser

Information Technology
118 Knapp Hall - LSU
Baton Rouge, LA 70803
(225) 578-4020
Fax: (225) 578-3629

International Programs
International Programs Bldg.
South Stadium Road
Baton Rouge, LA 70803
Post Office Box 16090
Baton Rouge, LA 70893
(225) 578-6963
Fax: (225) 578-6775

For the latest
research-based information
on just about anything,
visit our website:
www.LSUAgCenter.com



PARCEL #1 TO INCLUDE PASTURES 17, 18-A, 18-B, AND 18-C AS SHOWN, BOUNDED BY THE FENCE ALONG THE ACCESS ROAD ON THE SOUTH SIDE, THE FENCE ALONG THE WEST SIDE OF PASTURE 18-C ON THE WEST SIDE, THE FENCE ALONG THE WOODED AREA ON THE NORTH SIDE, AND A NEW FENCE TO BE INSTALLED ALONG THE EAST SIDE WITHIN PASTURE 17 LEAVING A 5 ACRE BUFFER AREA AS PART OF PASTURE 17.

THE BUFFER AREAS SHALL INCLUDE APPROXIMATELY 5 ACRES ON THE EAST SIDE OF PARCEL #1 AND APPROXIMATELY 5 ACRES OF THE WEST SIDE OF PARCEL #1.



ENGINEER:	SCALE: NOT TO SCALE
DRAWN BY: REH	SHEET 1 OF 1 SHEETS
DATE: 02/02/12	FILE NAME:
REVISED:	CHECKED BY: REH

"EXHIBIT A"
LEASE

LOUISIANA CATTLEMAN'S FOUNDATION
DEAN LEE RESEARCH AND EXTENSION
CENTER
HWY. 71, ALEXANDRIA, LA



LEASE AGREEMENT REGARDING DEAN LEE RESEARCH STATION

THIS LEASE AGREEMENT (the "Lease") is made effective as of the Effective Date (as defined in Section 13.18) by and between

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

and

Louisiana Cattlemen's Foundation ("Lessee"), a Louisiana non-profit corporation affiliated with the Louisiana Cattlemen's Association with its principal place of business at 4921 I-10 Frontage Road, Port Allen, Louisiana, 70767, represented herein through _____.

and provides as follows:

ARTICLE 1
LEASE OF THE PROPERTY

In consideration of the covenants, agreements, and conditions herein set forth which Lessee hereby agrees shall be kept and performed, LSU does hereby lease unto Lessee, and Lessee does hereby lease from LSU, all of the property described as Parcel #1, 63.12 acres, as shown in Exhibit "A" hereto (the "Property"), including the Cattle Handling Facility, subject to any and all existing servitudes, rights-of-way, encumbrances and restrictions. Notwithstanding the lease of the Property to Lessee, including the Cattle Handling Facility, LSU expressly reserves the continuing right to use the Cattle Handling Facility for handling LSU's cattle, and the parties shall cooperate and collaborate in the use of the Cattle Handling Facility so as not to unreasonably interfere with each other's use of the facility. Additionally, and to avoid intermingling of the LSU and Lessee herds, LSU shall identify approximately five (5) acres of pasture (the "Buffer Areas" as shown on Exhibit A), on the east and west sides of the Property in which LSU shall not graze its cattle. LSU may, however, use the Buffer Areas for hay production. LSU expressly reserves the right to grant future servitudes, rights-of-way, encumbrances, and restrictions affecting the Property; in the event any such future servitude, right-of-way, encumbrance, or restriction is granted by LSU, Lessee shall be entitled to a proportionate reduction in the rent paid to LSU based on the acreage thereby denied to Lessee.

ARTICLE 2
TERM OF LEASE

Unless sooner terminated as herein provided, this Lease shall be and continue in full force and effect for a term of three (3) years (the "Term"), commencing on the Effective Date, with the option to renew the Lease for one (1) additional year subject to and conditioned upon the express agreement of LSU. In the event that Lessee exercises the option to renew and LSU agrees thereto, then Lessee shall have a recurring annual option to continue renewing the Lease in one-year increments subject to and conditioned upon LSU's express agreement to each such renewal; provided, however, that under no circumstance may the final Term of the Lease exceed ten (10) years. In the event and on each occasion that Lessee desires to renew the Lease as provided for above, Lessee shall provide written notice of same to LSU no later than sixty (60) days prior to the expiration of the current Term, and LSU shall respond with reasonably prompt notice to Lessee of whether LSU agrees to the extension.

ARTICLE 3
CONSIDERATION

In consideration of LSU leasing the Property, Lessee shall pay as rent the annual sum of \$1.00 for the Term of the Lease. The entirety of the first year's rent shall be due on the Effective Date of this Lease, and the entirety of each subsequent year's rent shall be due on the first day of that lease-year. In addition, Lessee shall provide programs which benefit and further the LSU AgCenter's mission in beef research and extension programs as follows: Provide leadership and administer projects and activities as set forth below and solicit the LSU AgCenter as well as the Louisiana Department of Agriculture and Forestry (LDAF) to serve in an advisory role for these projects and activities:

1. Conduct research and extension demonstration projects – including but not limited to:
 - a. Bull development on forage verses grain & forage
 - b. Heifer development on forage
 - c. Animal traceability system studies
 - d. Stocker/grower trials on forage
 - e. Preconditioning for stockers

2. Provide producer education and training workshops – especially in the area of marketing – a variety of "value-added" demonstrations will be presented, including:
 - a. Source and age verification programs

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- b. Preconditioning for health programs
 - c. Pooling or grouping of cattle to make truck-load lots
3. Cooperate with LSU AgCenter, the LDAF and other appropriate parties to develop "Louisiana Grown" products and identify markets for each:
- a. **fL**Avor – the patented product label for Louisiana beef
 - b. other grass-fed beef markets / products
 - c. applications of the LDAF program "Grown Bayou"

ARTICLE 4 **ALTERATIONS**

Lessee may not make any changes, improvements, alterations, or additions (including but not limited to fencing, roads, drainage, and waterlines) to the Property without the prior written consent of LSU. Any fencing allowed by LSU to be changed or removed shall be replaced by Lessee with new materials and construction of similar quality to those materials that were removed, if requested by LSU. Upon termination or expiration of this Lease, LSU may require Lessee to remove at Lessee's cost any such improvements, alterations, and additions (including but not limited to fencing, roads, drainage, and waterlines); if LSU does not require Lessee to remove any such improvements, alterations, or additions, then ownership of such improvements, alterations, or additions shall automatically vest in LSU at that time at no cost to LSU.

ARTICLE 5 **UTILITIES AND OPERATING EXPENSES**

Section 5.1 Utilities. Lessee shall be solely responsible for payment of all utilities related to the Property, including but not limited to charges for electricity, energy, light, heat, air conditioning, power, telephone, garbage or other trash removal and disposal, and sewer user fees, and all such utilities will be billed directly to and in the name of Lessee, except that Lessor make water available to the Property for Lessee's use at Lessor's expense. LSU shall have no responsibility to Lessee for the quality or availability of utilities or services to the Property or the Improvements, including but not limited to electricity, gas, energy, telephone, garbage or trash removal and disposal, sewage or effluent removal or disposal, water or other utility or service.

Section 5.2 Operating Expenses. Lessee shall pay all expenses, costs, premiums and disbursements of any nature whatsoever accrued or incurred in connection with the ownership, lease, management, operation, maintenance, repair and insurance of the Property, including any and all improvements.

ARTICLE 6
USE, MAINTENANCE, AND REPAIRS

Section 6.1 Use. Subject to the terms and provisions hereof, Lessee shall use the Property and the buildings and improvements thereon solely for feeding, pasturing, and grazing livestock, and for hay production (the "Permitted Use"). Lessee's use of the Property shall comply at all times with all applicable laws, orders, ordinances, zoning ordinances, regulations, and statutes of any federal, state, parish or municipal government now or hereafter in effect, including all environmental laws and regulations. Use of the Property for recreational activities such as fishing, hunting, off-road vehicle riding, camping, and hiking are expressly prohibited.

Section 6.2 Maintenance and Repairs By Lessee. Lessee shall maintain the Property and improvements, including but not limited to all buildings, roads, fences, drainage, pastures, and water wells, in good condition and make all necessary repairs to the improvements thereon to maintain them in the same or better condition as they were at the beginning of the Term. Lessee agrees to keep in good repair all terraces, open ditches, inlets and outlets of drains; preserve all established watercourses or ditches including grassed waterways, and refrain from any operations or practice that will injure such structures. Lessee also agrees to remain in compliance with the conservation plan for the farm. All fence rows and ditches shall have weed control performed annually by spraying to maintain them in the same or better condition as they were at the beginning of the Term. Lessee shall mow the entirety of the Property at least annually. Lessor shall be responsible for any major repairs deemed necessary by the Lessor such as roof replacements and other major repairs.

Section 6.3 Cattle. Lessee shall be responsible for sheltering and furnishing drinking water to Lessee's cattle, and Lessor shall have no responsibility or obligation to water or shelter Lessee's cattle; provided, however, that Lessor shall make water available to the Property for Lessee's use at Lessor's expense.

Section 6.4 Access to Adjoining Properties. Lessee shall allow LSU and LSU's invitees and tenants rights of ingress, egress, and access through and across the Property to adjoining property owned by LSU, and LSU and LSU's invitees and tenants shall allow Lessee rights of ingress, egress, and access through and across the adjoining property owned by LSU to the Property, all as shown on the attached Exhibit "A". Lessee shall have use of the Access Road shown on Exhibit A for vehicular traffic as well as a cattle lane to move cattle to and from the Cattle Handling Facility.

Section 6.5 Mineral Exploration and Production. Notwithstanding any other provision of this Lease, LSU expressly reserves all mineral rights regarding the Property, including but not limited to the right, acting either directly or through its agents, contractors, and/or mineral lessees, to conduct mineral exploration and production activities on the Property, including but not limited to surface operations. Lessee shall allow LSU, its employees, agents, and contractors to access the Property for and shall

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not in any way interfere with such operations. In the event that LSU, its agents, and/or contractors perform such operations on the Property, Lessee shall be entitled to a proportionate reduction in the rent paid to LSU based on the acreage thereby denied to Lessee.

Section 6.6 Waiver and Disclaimer of Warranties. Lessee accepts the Property in its "as is" and existing condition, at Lessee's sole risk and without any warranty of any kind or nature, whether express or implied, contractual or statutory and whether as to the condition (patent or latent) or state of repair of the Property or the fitness of same for Lessee's purposes or for any other purpose whatsoever. LSU warrants only against eviction, and all other warranties are expressly disclaimed by LSU and waived and renounced by Lessee.

Section 6.7 No Liability for Consequential Damages. Upon the termination or expiration of this Lease for any reason whatsoever, LSU shall not be liable to Lessee for any consequential damages of any type, nor shall LSU have any obligation to reimburse Lessee for any of Lessee's property left on the Property, including but not limited to any crops, seeds, or other plant material remaining in the ground.

**ARTICLE 7
INSURANCE AND INDEMNITY**

Section 7.1 Required Insurance, Types and Amounts. From the Effective Date through the Term hereof, Lessee shall at all times maintain or cause to be maintained, with respect to the Property, insurance in the following types and amounts. Such insurance shall be with insurance companies duly licensed to do business in the State of Louisiana and bearing a rate of A+ :XV in the latest Best Casualty Insurance Reports.

TYPE	AMOUNT
<p>Commercial General Liability Insurance for the following where the exposure exists:</p> <ul style="list-style-type: none">(a) premises-operations(b) broad form Lease liability(c) products/completed operations(d) use of Contractors and subcontractors(e) personal injury (bodily injury and death)(f) broad form property damage	<p>Coverage in an amount not less than:</p> <p>\$2,000,000.00 per occurrence;</p> <p>\$5,000,000.00 General Aggregate;</p> <p>and</p> <p>\$5,000,000.00 Products & Completed Operations Aggregate; less a commercially reasonable deductible. "Claims Made form is not acceptable.</p>

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<p>(g) explosion, collapse and underground property damage</p> <p>(h) independent Contractors</p> <p>(i) sprinkler leakage legal liability</p>	
<p>Business Automobile Liability Insurance for bodily injury and property damage, covering owned automobiles, hired automobiles and leased automobiles.</p>	<p>Combined single limit of One Million Dollars (\$1,000,000.00) per occurrence</p>
<p>Worker's Compensation & Employer's Liability Insurance</p>	<p>Limits as required by the Labor Code of the State of Louisiana and Employer's Liability coverage. Employer's liability limit is to be \$1,000,000.00 when work is to be over.</p>
<p>Flood insurance, if applicable</p>	<p>In amounts determined by LSU to be reasonable, but no more than the amount available under the National Flood Insurance Program.</p>
<p>Liquor liability insurance, if applicable</p>	<p>Limits of One Million (\$1,000,000.00) Dollars</p>

Section 7.2 Additional Insurance Requirements. Lessee agrees that with respect to the above required insurance, Lessee shall: (a) Name LSU, its board members, officers, agents, and employees, on all Property Damage and Commercial General Liability insurance policies as additional insured or/an insured, as its interest may appear. LSU agrees to promptly endorse insurance check or otherwise release insurance proceeds to Lessee as necessary for application in accordance with this Lease, provided no default is continuing hereunder and the proceeds are use for repair or replacement of the Lease Premises; (b) Provide LSU with thirty (30) days advance notice, in writing, of any cancellation or material change in coverage of any required insurance; (c) Prior to the Effective Date, provide LSU with a Certificate of Insurance evidencing the above required insurance prior to the Effective Date and thereafter with certificates evidencing renewals or replacements of said policies or insurance at least

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thirty (30) days prior to the expropriation or cancellation of any such policies; (d) provide to LSU upon request complete certified copies of all required insurance policies.

Section 7.3 Indemnification of LSU. Lessee shall indemnify LSU, its board members, officers, agents and employees, and hold them harmless from and against any and all claims, actions, damages, liability, costs, and expenses, including reasonable attorney's fees, arising out of or in any way connected to Lessee's occupancy of the Property and/or fulfillment of the terms, conditions, and obligations contained herein, except to the extent arising solely from the fault of LSU.

Section 7.4 No Recourse. The insurance companies issuing the required policies shall have no recourse against LSU for payment of premiums or for assessments under any form of the policies.

Section 7.5 Deductibles and SIR's. Any deductibles or self-insured retentions must be declared to and accepted by LSU. Lessee shall be responsible for all deductibles and self-insured retentions.

Section 7.6 No Special Limitations. The coverage required hereunder shall contain no special limitations on the scope of protection afforded to LSU and its board members, officers, agent, and employees.

Section 7.7 Failure to Purchase or Maintain Insurance. Lessee's failure to purchase and/or maintain, either itself or through its contractor(s), any required insurance, shall not relieve Lessee from any liability or indemnification hereunder

Section 7.8 Occurrence Based Policies. All insurance required hereunder shall be occurrence coverage. Claims-made policies are not allowed.

ARTICLE 8 **CASUALTY LOSS**

In the event the Property or any improvements thereon are wholly or partially damaged or destroyed by fire, extended coverage perils, flood, storm, hurricane, tornado, or other casualty, Lessee shall give immediate notice thereof to LSU, and Lessee shall have no obligation to rebuild, repair and/or restore said improvements unless said damage / destruction was caused by the fault of Lessee or unless Lessee receives insurance proceeds as a result of said damage / destruction. LSU shall not be responsible for any illness, accident, or death to any animal from any cause or for any escape or disappearance of any of Lessee's animals.

ARTICLE 9
CONDEMNATION

Section 9.1 Total Taking. If during the Term all or substantially all of the Property or the Improvements shall be taken in any condemnation or eminent domain proceeding, this Lease shall thereupon terminate. In such event the obligation to pay any monies hereunder and Lessee's right of possession shall terminate on the date of the taking.

Section 9.2 Partial Taking. If only a part of the Property or the Improvements, be taken in any condemnation or eminent domain proceeding, and the taking does not materially interfere with Lessee's use of the Property, Lessee, to the extent of the condemnation award, shall promptly make such repairs and alterations to that part as may be necessary to restore that part of the Property or the Improvements not taken to a condition suitable for the uses and purposes contemplated by the Lease. If the Property or the Improvements cannot be repaired or restored for the amount of the condemnation award, either party shall have the option to terminate this Lease as of the date of taking whereupon this Lease shall be of no further force or effect, and LSU and Lessee shall each be relieved of any obligations or liabilities hereunder as of the date of termination.

ARTICLE 10
ENVIRONMENTAL MATTERS

Section 10.1 "As-Is" Lessee accepts the Property and any and all improvements thereon in its present state and without any representation or warranty by LSU whatever as to its condition. LSU shall not be responsible for any latent vice or defect or change of condition in the Property.

Section 10.2 Prior Environmental Use. LSU makes no covenant, representation or warranty as to the suitability of the Property for any purpose whatsoever or as to the physical condition thereof or with respect to the contamination by any chemical, material or substance. Lessee acknowledges that portions of the Property may have been used for the storage, treatment, presence, existence, release, discharge, use, manufacture, generation, abatement, removal, disposal, handling or transportation of any Hazardous Material in, to, on, under, from or about the Property and Improvements ("Prior Environmental Use"), any of which may have resulted in contamination of the Property by Hazardous Materials. Lessee acknowledges that it has inspected the Property, observed its physical characteristics and existing conditions and has had the opportunity to conduct such investigations and studies (including, without limitation, environmental audits, site assessments and samplings) on and of the Property as it deems necessary for its intended use and occupancy under this Lease.

Section 10.3 Limitation on Lessee's Liability Notwithstanding anything to the contrary contained herein, Lessee shall have no liability to LSU in the event a claim is

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filed by any person against LSU arising out of, or as a result of the environmental condition of, or any environmental hazard or violation of any environmental law, which existed prior to the Effective Date of this Lease.

Section 10.4 Environmental Definitions. For the purposes of this Article and the remainder of this Lease, the following terms and conditions shall have the meanings ascribed thereto:

(a) "Environmental Activity" or "Environmental Activities" means any storage, presence, existence, discharge, release, threatened release, use, generation, manufacture, abatement, removal, disposal, handling or transportation of any Hazardous Material in, to, on, under, from or about the Property and Improvements.

(b) "Environmental Laws" means all state, federal, local, municipal, parish, and regional laws, statutes, rules, regulations, ordinances, codes, permits, or approvals, relating to the regulation or protection of human health and safety, natural resources, conservation, the environment, or the storage, treatment, disposal, processing, release, discharge, emission, use, remediation, transportation, handling, or other management of Hazardous Materials, industrial, gaseous, liquid or solid waste, hazardous waste, hazardous or toxic substances or chemicals, or pollutants, including without limitation, the regulations of the federal Public Health Service and Department of Transportation concerning the transport of etiologic agents or similar agents, the regulations of the Nuclear Regulatory Commission concerning radioactive materials and waste, the regulations of the Occupational Safety and Health Administration, and including without limitation the following environmental laws: The Clean Air Act (42 U.S.C.A. §1857, et. seq.); the Federal Water Pollution Control Act (33 U.S.C. §1251 et. seq.); the Resource Conservation and Recovery Act of 1976, (42 U.S.C. §6901 et. seq.); Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §§9601, et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 (Pub.L. 99-499, 100 Stat. 1613); the Toxic Substances Control Act (15 U.S.C. §2601 et. seq.); the Clean Water Act (33 U.S.C. §1251 et. seq.); the Safe Drinking Water Act (42 U.S.C. §30 et. seq.); the Occupational Safety and Health Act (29 U.S.C. §651 et. seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §135 et. seq.); and the Louisiana Environmental Quality Act (La. R.S. 30:2001 et. seq.); including any amendments or extensions thereof and any rules, regulations, standards or guidelines issued pursuant to or promulgated under any of the foregoing.

(c) "Governmental Agency" or "Governmental Agencies" means any federal, state or local authority having jurisdiction over the Property and Improvements with respect to Environmental Activities conducted, or alleged to be conducted, thereon or Hazardous Materials located, or alleged to be located thereon.

(d) "Hazardous Material" or "Hazardous Materials" means any flammable or explosive materials, petroleum or petroleum products, oil, crude oil, natural gas or synthetic gas usable for fuel, asbestos or asbestos containing material, polychlorinated

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biphenyls, urea formaldehyde foam insulation, radioactive materials, lead, hazardous waste or substances or toxic waste or substances, including without limitation, any substances now or hereafter defined as or included in the definition of "hazardous substances", "hazardous waste", "hazardous material", "toxic material", or "toxic substance" under any applicable Environmental Laws.

Section 10.5 Compliance With Environmental Rules. Lessee shall comply with and maintain the Property and the Improvements in compliance with any Environmental Laws pertaining to Hazardous Materials, Environmental Activities, or other environmental matters (collectively for the purposes of this Section referred to as "Environmental Rules") and the costs thereof shall be an Operating Expense of the Lessee. Lessee shall not dispose of, release, treat, store or discharge any Hazardous Materials that were not present on or under the Property on the Effective Date of this Lease, on, at, under, about or from the Property. Lessee shall promptly provide LSU with true, accurate and complete copies of all required or requested permits, variances, approvals, notices, submissions, reports and other information to and from any and all Governmental Agencies having authority over the Property and Improvements and environmental matters with respect thereto. Lessee authorizes LSU to communicate with any Governmental Agency regarding Environmental Activity or environmental condition of the Property or the Improvements. If Lessee shall breach the covenant provided in this Section, then, in addition to all other rights and remedies that may be available to LSU under this Lease, at law or in equity, LSU may require Lessee to take all actions and to reimburse LSU for the costs of any and all actions taken by LSU, as are necessary to comply with all applicable Environmental Rules and to abate any significant present or potential health risk with respect to any Environmental Activity conducted or permitted on, or any Hazardous Material, other than Hazardous Material that was present on or under the Property or Improvements on the Effective Date of this Lease, present at, the Property and Improvements. Lessee's obligation under this Article shall survive the expiration or earlier termination of this Lease.

Section 10.6 LSU Right to Inspect and Cure. LSU shall have the right in its sole and absolute discretion, but not the duty, to enter upon and inspect the Property, at any reasonable time and manner and after reasonable notice to Lessee, to determine whether Lessee is complying with the terms of this Lease, including without limitation, Lessee's compliance with all applicable Environmental Rules. Lessee hereby grants to LSU, its agents, employees, consultants, and contractors, the right to enter the Property and improvements thereon and, after reasonable notice, to perform such tasks to the Property and improvements as are reasonably necessary to conduct such reviews, inspections and investigations. LSU shall use reasonable efforts to minimize interference with the business of Lessee, but LSU shall not be liable for any interference caused as a result of this right to inspect.

Section 10.7 Notice of Environmental Default. In the event LSU discovers any breaches under this Article or any violations of applicable Environmental Rules pursuant to the foregoing inspections or otherwise, LSU shall give Lessee written notice of the

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violation, and Lessee shall have a reasonable period of time (not less than 45 days) in which to cure the violation, unless the violation is of a nature that it cannot be reasonably cured within the 45-day period, in which event no default shall occur as long as Lessee commences to cure the violation within the 45-day period, and thereafter, in good faith, diligently and with continuity prosecutes to completion the curing of such violation.

Section 10.8 Environmental Liens. Lessee shall promptly notify LSU as to any liens threatened or attached against the Property pursuant to any Environmental Laws. In the event that a lien is filed against the Property or the Improvements, other than a lien arising or resulting from a Prior Environmental Use or Hazardous Material that was present on or under the Property on the Effective Date of this Lease, then Lessee shall within thirty (30) days from the date that the lien is filed against the Property and Improvements, and at any rate prior to the date any Governmental Agency or other party commences proceedings to foreclose on such lien, either (i) pay the claim and remove the lien from the Property and Improvements; or (ii) furnish either (a) a bond satisfactory to the State and LSU in the amount of the claim out of which the lien arises, (b) a cash deposit in the amount of the claim out of which the lien arises, or (c) other security satisfactory to the State and LSU in an amount sufficient to discharge the claim out of which the lien arises.

Section 10.9 Environmental Indemnity. Lessee agrees to protect, indemnify, defend, reimburse and hold harmless LSU from and against any and all loss, cost, penalty, fine, liability, damage, or expenses (including without limitation attorney's fees, court costs and litigation expenses), arising out of or resulting from (a) the presence of any Hazardous Materials in, at, on, under or about the Property and Improvements caused by Lessee's use, or use by any party for whom Lessee is legally responsible, of the Property or the Improvements; (b) any Environmental Activity conducted by Lessee or any other party for whom Lessee is legally responsible on the Property during the Term; (c) any violation of any Environmental Laws by Lessee pertaining to the condition of the Property; (d) any Environmental Activity thereon to the extent caused by Lessee or caused by anyone else acting on behalf of Lessee or for whom Lessee is responsible during the Term; or (e) the breach of any warranty or covenant or inaccuracy of any representation of Lessee contained in this Lease. This obligation shall survive the expiration or earlier termination of this Lease. To the extent allowed by law, LSU agrees to protect, indemnify, defend, reimburse and hold harmless Lessee from and against any and all loss, cost, penalty, fine, liability, damage, or expenses (including without limitation attorney's fees, court costs and litigation expenses), arising out of or resulting from (a) the presence of any Hazardous Materials in, at, on, under or about the Property and Improvements, wherein such Hazardous Materials were present on or before the Effective Date of this Lease or (b) the breach of any warranty or covenant or inaccuracy of any representation of LSU contained in this Lease. This obligation shall survive the expiration or earlier termination of this Lease.

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Section 10.10

Binding Effect. The provisions of this Article shall be binding upon LSU and Lessee and inure to the benefit of LSU and Lessee, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Section 10.11 Third Party Activities. In the event of any damage, liability or loss to persons or property located on the Property that result from, or arise out of or in connection with, the presence of any Hazardous Materials in, at, on, under or about the Property or Improvements or any Environmental Activity thereon to the extent the presence of such Hazardous Materials or Environmental Activity thereon is not due to Lessee's Environmental Activities, but due to the actions of a third party for whom neither Lessee or LSU is legally responsible ("Third Party Environmental Activities"), LSU and Lessee agree to look to the person or entity responsible for such Third Party Environmental Activities, and not to the other party to this Lease, for recovery of any loss, damage, cost, expense or penalty incurred by them as a result of such Third Party Environmental Activities.

Section 10.12 The Lessee shall be in agreement with all water quality guidelines and mandates set forth by the Louisiana Department of Agriculture and Forestry and the Louisiana Department of Environmental Quality.

ARTICLE 11

DEFAULT AND REMEDIES

Section 11.1 Default. Each of the following shall be deemed an "Event of Default" by Lessee hereunder and a material breach of this Lease:

- (a) Whenever Lessee shall fail to pay any sum payable by Lessee to LSU or to any third party under this Lease on the date upon which the same is due to be paid and such failure shall continue for ten (10) days after Lessee shall have been given written notice thereof by LSU of such failure; provided however, that Lessee shall be entitled to such ten (10) day notice and cure period no more than two (2) times in each calendar year;
- (b) Whenever Lessee shall fail at any time to continuously maintain insurance in the types and amounts set forth in this Lease, or to otherwise comply with all of the requirements of Article 7 of this Lease.
- (c) Whenever Lessee shall fail to keep, perform, or observe any of the covenants, agreements, terms, or provisions contained in this Lease that are to be kept or performed by Lessee other than with respect to payment of any liquidated sums of money, and Lessee shall fail to commence and take such steps as are necessary to remedy the

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same within thirty (30) days after Lessee shall have been given a written notice specifying the same, or having so commenced, shall thereafter fail to proceed diligently and with continuity to remedy the same;

- (d) The abandonment of the Property by Lessee;
- (e) Whenever an involuntary petition shall be filed against Lessee under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import or a receiver of Lessee or for all or substantially all of the property of Lessee shall be appointed without acquiescence, and such petition or appointment is not discharged within ninety (90) days after the happening of such event;
- (f) Whenever Lessee shall be dissolved or liquidated, or whenever Lessee shall file a voluntary petition under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import, or whenever Lessee shall fail within ninety (90) days to lift any execution, garnishment, or attachment of such consequence as shall materially impair Lessee's ability to carry on its operations, or whenever Lessee shall make a general assignment for the benefit of its creditors, or shall enter into an agreement of composition with its creditors or whenever an Order for Relief shall be granted with respect to such party pursuant to Title 11 of the United States Code or whenever such party shall seek relief under any other law for the benefit of debtors; and
- (g) Whenever Lessee shall fail to provide adequate assurance of future performance of this Lease within sixty (60) days after (i) the granting of an Order for Relief with respect to Lessee pursuant to Title 11 of the United States Code, or (ii) the granting of the relief sought in an involuntary proceeding against Lessee under any bankruptcy or insolvency law. As used in this Section 11.1(g), "adequate assurance of future performance of this Lease" shall include, but shall not be limited to, adequate assurance (i) of the source of the consideration due hereunder; and (ii) that assumption or assignment of this Lease shall not breach any provision, such as a use, management, or ownership provision, in this Lease, any other lease, any financing agreement, relating to the Property.

Section 11.2 Right to Terminate. Without in any way limiting LSU's rights at law or otherwise, if any one or more Events of Default should occur, then LSU has the right to give written notice of LSU's intention to terminate this Lease on the earliest date permitted by law or on any later date specified in a notice, in which case Lessee's

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right of possession of the Property shall cease and this Lease shall be terminated and LSU at its option shall be subrogated to the rights of Lessee.

Section 11.3 Performance of Lessee's Other Obligations. If Lessee fails to perform or observe any of its covenants, agreements, or obligations hereunder (other than the payment of sums of money) for a period of thirty (30) days after notice of such failure (unless the default is of such a nature that it cannot be cured within a 30-day period, in which event no default shall occur as long as Lessee commences to cure such default within the 30-day period and thereafter, in good faith, diligently and with continuity, prosecutes the curing of the default), then in addition to all other rights provided herein LSU shall have the right, but not the obligation, at its sole election (but not as its exclusive remedy), to perform or observe the covenants, agreements, or obligations that are asserted to have not been performed or observed, at the expense of Lessee and to recover all costs, expenses, and attorney fees incurred in connection therewith, together with legal interest thereon from the date expended until repaid. Any performance or observance by LSU pursuant to this Section shall not constitute a waiver of Lessee's failure to perform or observe.

Section 11.4 Election of Remedies. All of LSU's remedies under this Section 11 are cumulative. Either party may restrain any breach or threatened breach of any covenant, agreement, term, provision or condition herein contained, but the mention herein of any particular remedy shall not preclude either party from any other remedy it might have, either in law or in equity.

Section 11.5 Bankruptcy. Without in any way limiting LSU's rights at law or under this Lease or otherwise, if a petition is filed by or against Lessee for relief under the Bankruptcy Code, and Lessee (including for purposes of this Section Lessee's successor in bankruptcy, whether a trustee or Lessee as debtor in possession) assumes and proposes to assign, or proposes to assume and assign, this Lease pursuant to the provisions of the Bankruptcy Code to any person or entity who has made or accepted a bona fide offer to accept an assignment of this Lease on terms acceptable to Lessee, then Notice of the proposed assignment setting forth (a) the name and address of the proposed assignee, (b) all of the terms and conditions of the offer and proposed assignment, and (c) the adequate assurance to be furnished by the proposed assignee of its future performance under this Lease, shall be given to LSU by Lessee no later than twenty (20) Days after Lessee has made or received such offer, but in no event later than ten (10) Days prior to the date on which Lessee applied to the Bankruptcy Court for authority and approval to enter into the proposed assignment. LSU, as landlord, shall have the prior right and option, to be exercised by Notice to Lessee given at any time prior to the date on which the court order authorizing such assignment becomes final and non-appealable, to receive an assignment of this Lease upon the same terms and conditions, and for the same consideration, if any, as the proposed assignee, less any brokerage commissions that may otherwise be payable out of the consideration to be paid by the proposed assignee for the assignment of this Lease. If this Lease is assigned pursuant to the provisions of the Bankruptcy Code, LSU, as

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landlord: (i) may require from the assignee a deposit or other security for the performance of its obligations under this Lease in an amount substantially the same as would have been required by landlord upon the initial leasing to a tenant similar to the assignee; and (ii) shall receive, as Additional Rent, any and all further sums as are required of Lessee under this Lease. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or documentation to have assumed all of Lessee's obligations arising under this Lease on and after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to LSU an instrument confirming such assumption. No provision of this Lease shall be deemed a waiver of LSU's rights or remedies under the Bankruptcy Code to oppose any assumption and/or assignment of this Lease, to require a timely performance of Lessee's obligations under this Lease, or to regain possession of the premises if this Lease has neither been assumed or rejected within sixty (60) Days after the date of the order for relief or within such additional time as the Bankruptcy Court may have fixed. Notwithstanding anything in this Lease to the contrary, all amounts payable by Lessee to or on behalf of LSU under this Lease, whether or not expressly denominated as Rent, shall constitute rent for the purposes of Section 502(b)(6) of the Bankruptcy Code. Provided further that no provision herein regarding assignment of this Lease by Lessee shall be considered to waive or modify any other provision of this Lease governing Lessee's ability to assign or sublease, and the provisions of this Section are included herein for the sole purpose of providing for the situation in which LSU is compelled by the Bankruptcy Court to acquiesce in an assignment of this Lease approved by the Bankruptcy Court.

ARTICLE 12 **ASSIGNMENT AND SUBLETTING**

Section 12.1 LSU's Consent Required to Assignment of Rights. Lessee may not assign, transfer, convey, sublet, encumber or grant a security interest or other lien in its interest in this Lease nor any of its interest in the Property without the prior written consent of LSU, which consent shall not be unreasonably withheld, delayed, or conditioned except as set forth herein. LSU shall have the right to approve of any assignee / transferee / conveyee / sublessee and said party's creditworthiness. Any assignee / transferee / conveyee / sublessee approved by LSU shall execute an agreement in form and content approved by LSU whereby said party assumes in favor of LSU all of Lessee's obligations under this Lease. Any such assignment / transfer / conveyance / sublease shall not relieve Lessee of any of its obligations hereunder.

ARTICLE 13 **MISCELLANEOUS**

Section 13.1 Notices. All notices, demands, and correspondence made necessary by or provided pursuant to this Agreement shall be in writing and shall be deemed to have been properly given, served and addressed, if and when (i) deposited in Federal Express (or any other national "next day" delivery service), or (ii) deposited

Sample

in the United States mail via registered or certified mail, postage prepaid, return receipt requested, or (iii) sent via facsimile or email, if a copy is also sent the same day via (i) or (ii) above provided that if so sent, a copy thereof is received by the sending party from the receiving party., directed as follows:

The Board: Board of Supervisors of
Louisiana State University and
Agricultural and Mechanical College
Attention: President
3810 West Lakeshore Drive
Baton Rouge, Louisiana 70808

With a copy to: Director of Facilities Planning
LSU AgCenter
208 J. Norman Efferson Hall
Baton Rouge, LA 70803

With a copy to: Louisiana Cattlemen's Foundation

4921 Interstate 10 Frontage Road

Port Allen, LA 70767

Either LSU or Lessee may add additional addresses or change its address for purposes of receipt of any such communication by giving ten (10) days' prior written notice of such change to the other party in the manner prescribed in this Section.

Section 13.2 Modification and Non-Waiver. No variations, modifications, or changes herein or hereof shall be binding upon any party hereto unless set forth in a writing executed by it or by a duly authorized officer or agent. No waiver by either party of any breach or default of any term, condition, or provision hereof, including without limitation the acceptance by LSU of any monies at any time or in any manner other than as herein provided, shall be deemed a waiver of any other or subsequent breaches or defaults of any kind, character, or description under any circumstance. No waiver of any breach or default of any term, condition, or provision hereof shall be implied from any action of any party, and any such waiver, to be effective, shall be set out in a written instrument signed by the waiving party.

Section 13.3 Governing Law. This Lease shall be construed and enforced in accordance with the laws of the state of Louisiana.

Section 13.4 Number and Gender; Captions; References. Pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character, and the singular shall include the plural wherever and as often as may be appropriate. Article and section headings in this

Sample

Lease are for convenience of reference and shall not affect the construction or interpretation of this Lease. Whenever the terms "hereof", "hereby", "herein", or words of similar import are used in this Lease they shall be construed as referring to this Lease in its entirety rather than to a particular section or provision, unless the context specifically indicates to the contrary. Any reference to a particular "Article" or "Section" shall be construed as referring to the indicated article or section of this Lease.

Section 13.5 Severability. If any provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, and the basis of the bargain between the parties hereto is not destroyed or rendered ineffective thereby, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

Section 13.6 Attorneys' Fees. If LSU institutes litigation to enforce, or to seek damages for the breach of, any provision hereof, Lessee shall promptly reimburse LSU, to the extent allowed by law, for all reasonable attorneys' fees, court costs and related costs incurred by LSU plus judicial interest thereon from the date such costs are paid LSU.

Section 13.7 Surrender of The Property and Improvements; Holding Over. Upon termination or the expiration of this Lease, Lessee shall peaceably quit, deliver up, and surrender the Property and improvements to LSU. If Lessee does not surrender possession of the Property and improvements at the end of the Term, such action shall neither extend the Term nor reconduct the Lease, and Lessee shall be a tenant at sufferance. LSU shall not be deemed to have accepted a surrender of the Property and Improvements by Lessee, or to have extended the Term, other than by execution of a written agreement specifically so stating. Upon termination or expiration of this Lease, LSU may require Lessee to remove at Lessee's cost any improvements, alterations, and additions made to or on the Property by Lessee; if LSU does not require Lessee to remove any such improvements, alterations, or additions, then ownership of such improvements, alterations, or additions shall automatically vest in LSU.

Section 13.8 Force Majeure. As used herein "Force Majeure" shall mean the occurrence of any event that prevents or delays the performance by LSU or Lessee of any obligation imposed upon it hereunder (other than payment of any liquidated sum of money) and the prevention or cessation of which event is beyond the reasonable control of the obligor. If Lessee or LSU shall be delayed, hindered, or prevented from performance of any of its obligations (other than to pay any liquidated sum of money) by reason of Force Majeure (and the party asserting Force Majeure shall not otherwise be in default hereunder) the time for performance of such obligation shall be extended for the period of such delay.

Section 13.9 Successors and Assigns. This Lease shall constitute a real right and covenant running with the Property and Improvements, and, this Lease shall be binding

Sample

upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns, if any.

Section 13.10 Inspection. LSU shall have the right to enter upon the Property and Improvements at all reasonable times and in a reasonable manner to inspect same. LSU's inspection shall not imply any duty on the part of LSU to repair any part of the Property and Improvements, nor shall such inspection relieve Lessee of any of its obligations hereunder.

Section 13.11 Survival. Any terms and provisions of this Lease pertaining to rights, duties, or liabilities extending beyond the expiration or termination of this Lease shall survive the end of the Term.

Section 13.12 Relationship of the Parties. Nothing contained in this Lease shall be construed by the parties hereto, or by any third party, as constituting the parties as principal and agent, partners or joint venturers, nor shall anything herein render either party liable for the debts or obligations of any other party, it being understood and agreed that the only relationship between LSU and Lessee hereunder is that of lessor and lessee.

Section 13.13 Cumulative Remedies. Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for in this Lease or now or after the date of the Lease existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by LSU or Lessee of any one or more of the rights or remedies provided for in this Lease or now or after the date of the Lease existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by LSU or Lessee of any or all of their other rights or remedies provided for in this Lease or now or after the date of the Lease existing at law or in equity or by statute or otherwise. All costs incurred by either party in collecting any amounts and damages owing by the other party pursuant to the provisions of this Lease or to enforce any provision of this Lease, including, to the extent allowed by law, reasonable litigation expenses from the date any such matter is turned over to an attorney, whether or not one or more actions are commenced shall be recoverable by the successful party from the losing party.

Section 13.14 No Waiver. No failure by either party to insist upon strict performance of any agreement, covenant, or term of this Lease or to exercise any right or remedy granted to such party upon a breach hereof and no acceptance of any performance during the continuance of a breach shall constitute a waiver of any breach. No obligation of LSU or Lessee shall be deemed waived or modified except by written instrument signed by the party in whose favor the obligation runs. If LSU or Lessee should waive a particular breach, condition or covenant herein, the waiver shall be limited to the particular breach, covenant or condition at the time of the waiver and

Sample

shall not be construed as a waiver in the future of the same or different breach, covenant or condition.

Section 13.15 No Accord and Satisfaction. No payment by Lessee, or acceptance by LSU of an amount that is less than the amount due from Lessee to LSU, shall be treated otherwise than as a payment on account. The acceptance by LSU of a check for a lesser amount with an endorsement or statement thereon or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and LSU may accept such check without prejudice to any other rights or remedies that LSU may have against Lessee.

Section 13.16 Peaceful Possession. Except for LSU's own acts, this Lease is made without warranty as to peaceable possession, title or other rights and warranties otherwise granted pursuant to Louisiana law, in particularly, Louisiana Civil Code Article 2692, and Lessee acknowledges that this Lease is made without warranty as to peaceable possession, title or any other rights and warranties otherwise granted pursuant to Louisiana law, particularly, Louisiana Civil Code Article 2692. LSU subrogates Lessee to any and all rights that LSU may receive from its predecessors in interest.

Section 13.17 Good Faith Dealing. LSU and Lessee agree to act in good faith and in a commercially reasonable manner in connection with the exercise of their rights and obligations as contained in this Lease.

Section 13.18 Effective Date. Shall mean _____ day of _____, 2012.

Sample

*Signature page for Lease Agreement Regarding Dean Lee Research Station
by and between Board of Supervisors of Louisiana State University
and Agricultural and Mechanical College and Dean Lee Cattlemen's Foundation*

IN WITNESS HEREOF, the parties hereto have executed this Lease to be effective as of the Effective Date as set forth in Section 13.18.

WITNESSES:

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

Name: _____
Date: _____

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

Name: _____
Date: _____

Date: _____

WITNESSES:

LOUISIANA CATTLEMAN'S FOUNDATION

Name: _____
Date: _____

By: _____
Date: _____

Name: _____
Date: _____

**PERSONNEL ACTIONS REQUIRING
BOARD APPROVAL
MARCH 16, 2012**

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March 16, 2012

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Personnel Actions Requiring Board Approval
March 16, 2012

FILL A VACANCY

Campus	Name	Effective Date	Title	Salary	Proposed Source
1 LSU A&M	Henry, Adam C.	02/03/12	Assistant Coach-Football	\$300,000	Auxiliary Funds <i>*Maximum \$70,000 in post-season incentive compensation</i>

Personnel Actions Requiring Board Approval
March 16, 2012

FILL A VACANCY - APPOINTMENT WITH TENURE

Campus	Name	Effective Date	Title	Salary	Proposed Source
1 AgCenter	Kerns, David L.	04/01/12	Associate Professor with Tenure at the Macon Ridge Research Station in Winnsboro	\$118,000	State

Personnel Actions Requiring Board Approval
March 16, 2012

ATHLETIC CONTRACTS

Campus	Name	Effective Date	Title	Action
1	LSU A&M Flory, Mary "Fran"	02/01/12-03/31/15	Head Coach-Women's Volleyball	Extension of contract and salary increase 02/01/12-12/31/12 \$125,000 01/01/13-12/31/13 \$130,000 01/01/14-03/31/15 \$135,000 Post-season incentive compensation in accordance with Board policy Supplemental compensation for radio/TV/Internet \$5,000 increase
2	LSU A&M Lee, Brian G.	02/01/12-03/31/15	Head Coach-Women's Soccer	Extension of contract Base salary of \$115,000 - no change Post-season incentive compensation in accordance with Board policy Supplemental compensation for radio/TV/Internet \$5,000 increase

Personnel Actions Requiring Board Approval
March 16, 2012

PROMOTIONS

Campus	Name	Effective	Title	Old Salary	New Salary	Difference	Source	Pct Chg.
1 HSC-NO	Canzoneri, Gary	03/01/12	Information Technology Director over Enterprise Networking, Server Support, Data Center Operations	\$124,200	\$136,620	\$12,420	State	10%
2 HSC-NO	Crumholt, Carolyn	03/01/12	Information Technology Director over Enterprise Applications-Custom Applications, People Soft	\$136,620	\$150,282	\$13,662	State	10%
3 HSC-NO	Ullirich, Terry	03/01/12	Associate Vice Chancellor-Administration and Finance	\$174,021	\$207,250	\$33,229	State	19.1%
4 LSU A&M	Soloman, Melinda A.	01/01/12	Designated Professor and Department Chair-Department of Kinesiology	Base \$102,039 Supp Total \$102,039	\$120,000 <u>\$30,000</u> \$150,000	\$47,961	State	47%
				<i>Old Salary \$83,488 AY converted to FY = \$102,039</i>				

Personnel Actions Requiring Board Approval
March 16, 2012

APPOINTMENT/CONTINUATION OF DESIGNATED CHAIR OR PROFESSORSHIP

Campus	Name	Effective Date	Remove Add	Title	SALARY	COMPENSATION	FOUNDATION
1 Ag-Ctr	Kruse, John S.	02/01/12	Continue	Tom and Martha Burch Professorship	\$86,076	\$2,700	LSU A&M
2 LSU A&M	Devireddy, Ramachandra	01/10/12	Add	Louisiana Land and Exploration Company College of Engineering Endowed Professorship	\$85,672	\$42,676	LSU A&M
3 LSU A&M	Harrison, Robert W.	01/01/12	Continue	Warner L. Bruner Professorship	\$113,000	\$3,000	LSU A&M
4 LSU A&M	Li, Guoqiang	01/10/12	Add	John W. Rhea, Jr. Professorship in Engineering	\$88,477	\$42,500	LSU A&M
5 LSU A&M	Smith, John R.	08/15/11	Continue	Campanile Charities Professor of Offshore Mining and Petroleum Engineering	\$102,641	\$15,000	LSU A&M
6 LSU A&M	Wang, Ying	01/10/12	Add	Roy Paul Daniels Distinguished Professor in the College of Engineering #3	\$75,000	\$2,500	LSU A&M
7 LSU A&M	Williams, Cathleen C.	01/01/12	Continue	Gerald Simmons Professorship in Animal Science	\$83,020	\$3,000	LSU A&M

Personnel Actions Requiring Board Approval
March 16, 2012

SUPPLEMENTAL COMPENSATION

Campus	Name	Effective	Title	Salary	Supplement	Foundation
1 Ag-Ctr	Richardson, William B.	01/01/12	Chancellor	\$261,882	\$47,025	LSU A&M
2 LSU A&M	See attached Awards Report from the LSU A&M Campus					

LOUISIANA STATE UNIVERSITY BOARD OF SUPERVISORS AWARDS REPORT

Meeting Date: March 2012

Name	Title	Award	Regular Salary	Date	Award Amount
Jacqueline Bach	Assistant Professor	Service-Learning Faculty Scholars Award	\$60,000	1/12/2012	\$1,000
Younghee Lim	Assistant Professor	Service-Learning Faculty Scholars Award	\$64,536	1/19/2012	\$1,000
Erin Coyle	Assistant Professor	Service-Learning Faculty Scholars Award	\$55,000	1/23/2012	\$1,000
Nathan Crick	Associate Professor	2011 Carruth McGehee Award	\$64,692	1/23/2012	\$1,300

APPROVED

Carlynn H. Hargrave

 2/15/12

CONSENT AGENDA

1. Request approval of the following Endowed Professorships:

LSU Paul M. Hebert Law Center

- Lawrence J. Sandoz, Jr. Endowed Professorship – Donation - \$120,000
- Edward J. Womac, Jr. Endowed Professorship in Energy Law – Donation - \$120,000

LSU Health Sciences Center -New Orleans:

- Terence E. Walsh Professorship in Orthodontics – Donation - \$180,000
- Bernhard M. Schwaninger Professorship in Orthodontics – Donation - \$180,000
- Henry Jolly, MD, Professorship of Clinical Dermatology (enhancement to existing professorship) - Donation - \$120,000
- Cheuk Professorship in Comprehensive Dentistry – Donation - \$60,000
- Research Institute for Children Professorship – Donation - \$60,000
- John A. Rock, M.D. Professorship for Visiting Scholars – Donation - \$60,000
- Edward D. Levy, Jr., M.D., Professorship in Psychiatry - Donation - \$60,000
- Jim Lowenstein Professorship in Medicine (enhancement to existing professorship) – Donation - \$60,000

LSU A&M

- Dale R. Carver Professorship in Engineering Science in the College of Engineering – Donation - \$60,000
- Mike N. Dooley, P. E., Professorship in Civil and Environmental Engineering in the College of Engineering – Donation - \$60,000
- Patricia Hewlett Bodin Distinguished Professorship in the College of Science – Donation - \$60,000

LSU in Shreveport

- James C. and Ann W. Gardner Endowed Professorship in Civic Engagement & Leadership – Donation - \$60,000
- Armand and Lynn Roos Endowed Professorship in Business & Health Administration - Donation - \$60,000
- Lisa A. Burke Endowed Bioinformatics Professorship – Donation - \$60,000
- Alta and John Franks Foundation Endowed Professorship for the Master of Business Administration Program – Donation - \$60,000

- Harman and Renae Chandler Endowed Professorship for the Master of Biological Science Program – Donation - \$60,000
 - Enhance the Miriam Sklar Endowed Professorship in Theoretical Math and Physics to the Miriam Sklar Endowed Super Professorship in Theoretical Math and Physics Donation - \$420,000
2. Request approval of the following First Generation Scholarship:

LSU in Shreveport

 - Alta and John Franks Foundation Endowed Scholarship for First Generation College Students – Donation - \$60,000
 - Harman and Renae Chandler Endowed Scholarship for First Generation College Students – Donation - \$60,000
 3. Request approval to award a Posthumous degree at LSU Health Sciences Center -NO
 4. Request approval for reauthorization of the International Lincoln Center for American Studies at LSU in Shreveport
 5. Recommendation to approve request for lease agreement between U.S. Government General Services Administration for the National Hansen’s Disease Program
 6. Recommendation to approve request to sell a strip of property at Burden Center to the Louisiana DOTD for the purpose of widening Essen Lane
 7. Recommendation to name a pavilion in the new Business Education Complex the “Cherie and Rob Arkley Pavilion”
 8. Recommendation to name a workroom in the new Business Education Complex the “Pat Hewlett Bodin Department of Information Systems and Decision Sciences Workroom”
 9. Recommendation to name the new foyer in the New Band Hall the “Bill and Shelby Conti Foyer”
 10. Recommendation to name the Undergraduate Reception Area in the new Business Education Complex the “Gerald and Teri Fontenot Undergraduate Program Reception Area”
 11. Recommendation to name the softball observation deck at Tiger Park the “Yvette Girouard Observation Deck”
 12. Naming Approval of the “Moran Family Center for Athletic Administration”

13. Recommendation to approve changes to the LSU A&M Athletic Post-season Compensation Policy
14. Request approval to establish a restricted account for the Center for Geoinformatics (C4G) at LSU A&M



Office of Academic Affairs Consent Agenda

REQUEST APPROVAL OF ENDOWED PROFESSORSHIPS AT THE LSU PAUL M. HEBERT LAW CENTER

To: Members of the Board of Supervisors

Date: March 16, 2012

1. Significant Board Matter

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

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

2. Summary of the Matter

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

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

- Lawrence J. Sandoz, Jr. Endowed Professorship
- Edward J. Womac, Jr. Endowed Professorship in Energy Law

3. Review of Documents Related to Referenced Matter

Supporting materials for the proposed Professorships are in order.

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

Certification was provided in the resolution to create the Professorships.

RECOMMENDATION

The LSU System Office of Academic Affairs recommends approval of the following resolution:

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

and

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



Office of Academic Affairs Consent Agenda

REQUEST APPROVAL OF ENDOWED PROFESSORSHIPS AT THE LSU HEALTH SCIENCES CENTER - NEW ORLEANS

To: Members of the Board of Supervisors

Date: March 16, 2012

1. Significant Board Matter

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

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

2. Summary of the Matter

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

The following Endowed Professorships are proposed based on donations of \$180,000:

- Terence E. Walsh Professorship in Orthodontics
- Bernhard M. Schwaninger Professorship in Orthodontics

The following Endowed Professorship is proposed based on a donation of \$120,000

- Henry Jolly, MD, Professorship of Clinical Dermatology (enhancement to existing professorship)

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

- Cheuk Professorship in Comprehensive Dentistry
- Research Institute for Children Professorship
- John A. Rock, M.D. Professorship for Visiting Scholars
- Edward D. Levy, Jr., M.D., Professorship in Psychiatry
- Jim Lowenstein Professorship in Medicine (enhancement to existing professorship)

3. Review of Business Plan

Not applicable

4. Review of Documents Related to Referenced Matter

Supporting materials for the proposed Professorships are in order.

5. Other

Not applicable

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

Certification was provided in the resolution to create the Professorships.

ATTACHMENTS:

None

RECOMMENDATION(s)

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

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

and

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



Office of Academic Affairs Consent Agenda

REQUEST APPROVAL OF ENDOWED PROFESSORSHIPS AT LSU A&M

To: Members of the Board of Supervisors

Date: March 16, 2012

1. Significant Board Matter

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

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

2. Summary of the Matter

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

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

- Dale R. Carver Professorship in Engineering Science in the College of Engineering
- Mike N. Dooley, P. E., Professorship in Civil and Environmental Engineering in the College of Engineering
- Patricia Hewlett Bodin Distinguished Professorship in the College of Science

3. Review of Documents Related to Referenced Matter

Supporting materials for the proposed Professorships are in order.

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

Certification was provided in the resolution to create the Professorships.

RECOMMENDATION

The LSU System Office of Academic Affairs recommends approval of the following resolution:

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

and

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



Office of Academic Affairs Consent Agenda

REQUEST APPROVAL OF ENDOWED PROFESSORSHIPS AT LSU IN SHREVEPORT

To: Members of the Board of Supervisors

Date: March 16, 2012

1. Significant Board Matter

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

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

2. Summary of the Matter

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

The following Endowed Professorship is proposed based on a donation of \$420,000:

- Enhance the Miriam Sklar Endowed Professorship in Theoretical Math and Physics to the Miriam Sklar Endowed **Super** Professorship in Theoretical Math and Physics

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

- James C. and Ann W. Gardner Endowed Professorship in Civic Engagement & Leadership
- Armand and Lynn Roos Endowed Professorship in Business & Health Administration
- Lisa A. Burke Endowed Bioinformatics Professorship
- Alta and John Franks Foundation Endowed Professorship for the Master of Business Administration Program
- Harman and Renae Chandler Endowed Professorship for the Master of Biological Science Program

3. Review of Documents Related to Referenced Matter

Supporting materials for the proposed Professorships are in order.

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

Certification was provided in the resolution to create the Professorships.

RECOMMENDATION

The LSU System Office of Academic Affairs recommends approval of the following resolution:

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

and

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



Office of Academic Affairs Consent Agenda

REQUEST APPROVAL TO ESTABLISH ENDOWED FIRST-GENERATION SCHOLARSHIPS FOR COLLEGE STUDENTS AT LSU IN SHREVEPORT

To: Members of the Board of Supervisors

Date: March 16, 2012

1. Significant Board Matter

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

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

2. Summary of the Matter

Substantial donations have been made to the LSU in Shreveport Foundation to establish two Endowed Scholarships for First-Generation college students at LSU in Shreveport.

The BoRSF Endowed Undergraduate Scholarship Program, founded in 2007, is a non-competitive program providing BoRSF matching funds to establish endowed scholarship funds in support of first-generation college students. Each four-year institution is guaranteed one \$40,000 endowed scholarship fund challenge grant annually to match a private/institutional contribution of \$60,000; each two-year institution is guaranteed one \$20,000 endowed scholarship fund challenge grant annually to match a private/institutional contribution of \$30,000. Proceeds will be used to establish/enhance permanent endowed scholarship funds. The interest earning from the fund(s) will be awarded at the discretion of the institution to eligible students.

The following Endowed First-Generation Scholarships for College Students are proposed based on donations of \$60,000:

- Alta and John Franks Foundation Endowed Scholarship for First Generation College Students
- Harman and Renae Chandler Endowed Scholarship for First Generation College Students

3. Review of Business Plan

Not applicable

4. Review of Documents Related to Referenced Matter

Supporting materials for the proposed scholarship program is in order.

5. Other

Not applicable

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

Certification was provided in the resolution to create the scholarship program.

ATTACHMENTS:

None

RECOMMENDATION(s)

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby approves the above mentioned Scholarships for First-Generation College Students at LSU in Shreveport;

and

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



Office of Academic Affairs Consent Agenda

REQUEST APPROVAL TO AWARD A POSTHUMOUS DEGREE AT LOUISIANA STATE UNIVERSITY HEALTH SCIENCES CENTER - NEW ORLEANS

To: Members of the Board of Supervisors

Date: March 16, 2012

1. Significant Board Matter

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

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

2. Summary of the Matter

Nicole Leigh Murphy, a student at the LSU Health Sciences Center – New Orleans School of Medicine, had completed the 1st and 2nd year curricula, ranking high in the 2nd quartile of the Class of 2012, and had passed the USMLE Step 1 license exam at the time of her unfortunate death in June 2010. She was further enrolled in the medical armed services and actively supported charitable causes both on- and off-campus. Because Ms. Murphy completed more than half of her degree requirements in good standing and because of her unwavering commitment to the school, medical, and charitable communities, it can only be assumed she would have become an outstanding physician and community leader.

For these reasons, the LSU Medical School Class of 2012, the Dean and Faculty of the School of Medicine, and the administration of Louisiana State University Health Sciences Center - New Orleans recommend that Nicole Leigh Murphy be awarded an honorary Doctor of Medicine degree, posthumously, having no doubt she would have completed all program requirements in good standing.

3. Review of Documents Related to Referenced Matter

This request has been reviewed and approved by the appropriate campus faculty and administrators and by the LSU System Office of Academic Affairs.

RECOMMENDATION

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

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of Louisiana State University does hereby authorize Louisiana State University Health Sciences Center - New Orleans to award the degree Doctor of Medicine to Nicole Leigh Murphy, posthumously.



Office of Academic Affairs Consent Agenda

REQUEST APPROVAL FOR REAUTHORIZATION OF THE INTERNATIONAL LINCOLN CENTER FOR AMERICAN STUDIES AT LSU IN SHREVEPORT

Date: March 16, 2012

1. Significant Board Matter

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

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

2. Summary of the Matter

Background: The Board of Regents approved the International Lincoln Center for American Studies on May 28, 2002. LSU in Shreveport is now seeking reauthorization for another five years. The Center began operations in August, 2002. It evolved from the first privately endowed program at LSU in Shreveport founded in late 1982, which later evolved into the first endowed chair at LSUS in 1998.

Under the direction of the holder of the American Studies Endowed Chair, the Center sponsors the following activities: an annual Constitution Day Lecture and Law Fair; an annual Abraham Lincoln Lecture; a triennial presidential conference series; an annual Washington Semester; annual fellowships for local Caddo teachers to attend the summer teacher institute at Colonial Williamsburg; an annual Washington, D.C. lecture at LSUS; an annual faculty fellowship in the Center; an extensive publication record; an Abraham Lincoln Abroad collection with exhibits; and summer teacher institutes at LSU in Shreveport.

Accomplishments: Significant accomplishments of the original American Studies program and its subsequent transformation into the International Lincoln Center for American Studies include: local, state, national and international awards; the first independent Washington Semester at a public university in the South; establishment of the only presidential conference series in the South; the only Abraham Lincoln lecture series in the South; annual fellowships for Caddo teachers to attend the Colonial Williamsburg Summer Teacher Institute and the first summer teacher institute on Lincoln in the nation; research fellowships for LSUS faculty; and guest speakers for LSU in Shreveport and the local community. The Center has also published a significant number of books in American Studies and co-sponsored conferences on Lincoln's international legacy.

In addition, Dr. William D. Pederson, director of the Center, has been named to both the National Advisory Committee to the Abraham Lincoln Bicentennial Commission established by Congress and the equivalent Louisiana Commission, as well as assembling the nation's largest collection on Abraham Lincoln's legacy abroad housed in the Center at LSU in Shreveport.

BUDGET NOTE

The components of the Center are funded from LSU in Shreveport and the American Studies Endowment as well as annual external grants from the Louisiana Endowment for the Humanities, the Community Foundation of Shreveport-Bossier, the International Lincoln Association, and periodic grants from the Lincoln Forum, Phi Kappa Phi (National Honor Society), Pi Sigma Alpha (National Political Science Honor Society), the Intercollegiate Studies Institute, the Frank and Virginia Williams' Collection of Lincolniana and the Friends of the International Lincoln Center. The Center has a well-established history of successful and sustained funding, and the budget table following reflects the minimum funding anticipated for the coming five years.

Revenue for each of the next five year's operation of the Center is a base of \$137,000 annually, including \$97,000 in support from LSU in Shreveport and \$40,000 from the American Studies Endowment. Projected annual revenues from external sources for each year up to 2015-16 are provided in TABLE I. Estimated costs are provided in TABLE II.

RECOMMENDATION: The LSU System Office of Academic Affairs recommends approval of the following resolution:

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College approves the request from LSU in Shreveport for reauthorization of the International Lincoln Center for American Studies for an additional five years, subject to approval by the Board of Regents.

TABLE I
LOUISIANA BOARD OF RECENTS
Center/Institute Budget Form

Pending Revenue (Example: Monies from outstanding proposals submitted for funding)	Year 1 AY (2011- 2012)	Year 2 AY (2012- 2013)	Year 3 AY (2013- 2014)	Year 4 AY (2014- 2015)	Year 5 AY (2015- 2016)
LSUS	97,000	97,000	97,000	97,000	97,000
LEH	35,000	2,500	2,500	2,500	2,500
ILA	1,000	1,000	1,000	1,000	1,000
Lincoln Forum	1,000	1,000	1,000	1,000	1,000
S-B Community Foundation	8,500	-0-	-0-	-0-	-0-
American Studies Endowment	40,000	40,000	40,000	40,000	40,000
Scholarship donations (Wash.Semester)		3,500	3,500	3,500	3,500
Total Pending Revenue	182,500	145,000	145,000	145,000	145,000

TABLE II
LOUISIANA BOARD OF REGENTS
Center/Institute Budget Form

ESTIMATED COSTS (Example: Administration, Faculty, and Support Salaries, Travel, Graduate Assistantships, Equipment, Supplies, Other, etc.)	Year 1 AY (2011- 2012)	Year 2 AY (2012- 2013)	Year 3 AY (2013- 2014)	Year 4 AY (2014- 2015)	Year 5 AY (2015- 2016)
Personnel					
Director	80,000	80,000	80,000	80,000	80,000
Administrative Assistant	17,000	17,000	17,000	17,000	17,000
Supplies	2,500	2,500	2,500	2,500	2,500
Operating Expenses	20,000	20,000	20,000	20,000	20,000
Travel	5,000	5,000	5,000	5,000	5,000
Other	12,500	12,500	12,500	12,500	12,500
Total Costs	137,000	137,000	137,000	137,000	137,000



**REQUEST TO APPROVE LEASE AGREEMENT BETWEEN
US GOVERNMENT GENERAL SERVICES ADMINISTRATION FOR
THE NATIONAL HANSEN'S DISEASE PROGRAM**

To: Members of the Board of Supervisors

Date: March 16, 2012

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

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

1. Summary of Matter

The U.S. Government-General Services Administration-National Hansen's Disease Program is requesting to renew their lease agreement for the 19,116 square feet of laboratory, office and storage space at the School of Veterinary Medicine-Lab Facility. The new lease will begin on February 29, 2012 and will have a full term of 10 years expiring on February 28, 2022. However, the new lease will only have a firm term of 2 years, which means the Government or the University may terminate this Lease, in whole or in part, at any time effective after the firm term of this Lease by providing not less than two (2) years prior written notice.

2. Review of Business Plan

Not applicable.

3. Fiscal Impact

The annual rent paid in consideration for this space is \$611,995.16 per year for the first two years. The new lease will have biennial (every two years) rate increases of a flat 2%.

4. Description of Competitive Process

Not applicable. Louisiana Revised Statutes 17:3361(4) allows for University to execute lease without competition with other public entities.

5. Review of Legal Documents

U. S. Government Lease Agreement.

6. Parties of Interest

- LSU Board of Supervisors
- US Government-General Services Administration-National Hansen's Disease Program.

7. Related Transactions

None.

8. Conflicts of interest

None.

ATTACHMENTS

- Letter from Chancellor Martin
- Lease Agreement

RECOMMENDATION

“NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that John V. Lombardi, President of the Louisiana State University System, or his designee, is authorized on behalf of and in the name of the Board of Supervisors to execute a Lease Agreement between the Board of Supervisors and United States of America for rental of space for the National Hansen's Disease Program Lab at the LSU School of Veterinary Medicine – Lab Facility.

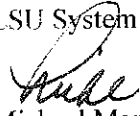
BE IT FURTHER RESOLVED that John V. Lombardi, President of the LSU System, or his designee, is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel, to include in the Lease Agreement any and all provisions and stipulations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

OFFICE OF THE
PRESIDENT

FEB 14 2012

LSU SYSTEM
Date: February 14, 2012

To: John V. Lombardi
President
LSU System


From: Michael Martin
Chancellor

RECEIVED

FEB 14 2012

PROPERTY & FACILITIES

Re: U.S. Government - General Services Administration
National Hansen's Disease Program
LSU School of Veterinary Medicine – Lab Facility

Attached are three (3) sets of U.S. Government General Services Administration lease agreement for the continuation of office and related space rental for the National Hansen's Disease Program Lab at the LSU School of Veterinary Medicine – Lab Facility.

LSU's current lease with the National Hansen's Disease Program began March 1, 1992 and expires February 28, 2012. The current lease had a firm term of 20 years and requires annual adjustments to be determined by the percent of change in the cost of living index, Consumer Price Index.

The new lease will begin on February 29, 2012 with a full term of 10 years expiring on February 28, 2022. However, the new lease will only have a firm term of 2 years. After the second year of the agreement, the Government or the Lessor may terminate this Lease in whole or in part at any time, effective after the firm term, by providing not less than two (2) years prior written notice.

The office and related space consist of 19,116 rentable square feet, yielding 19,116 ANSI/BOMA Office Area. Additionally, 24 parking spaces will be available for National Hansen's Disease Program employees.

The new lease rate per square foot represents a 6.6% increase from the current lease. The new lease will have a biennial (every two years) rate increase of a flat 2%. The new lease will generate \$611,995.16 annually for the School of Veterinary Medicine during the first two years of the new lease agreement.

As required by Board of Supervisors Policy, the new lease agreement is being sent to you for review and final approval. Once executed, please return the three originals to James Frazier, Associate Director, LSU Procurement Services, 213 Thomas Boyd.

Please let me know if you need additional information.

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~~TO DELETE AN ENTIRE CLAUSE—~~

~~TO DELETE A CLAUSE, PARAGRAPH, OR SUBPARAGRAPH—~~

LEASE NO. GS-07B-17031

STREAMLINED LEASE
GSA FORM L201B (07/11)

This Lease is made and entered into between

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (LSU) ("the Lessor"), whose principal place of business is LSU, School of Veterinary Medicine, Skip Bertman Drive, Baton Rouge, LA 70803-8402 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

LSU
School of Veterinary Medicine
Skip Bertman Drive
Baton Rouge, LA 70803-8402

and more fully described in Section 1 and Exhibit B, together with rights to the use of parking and other areas as set forth herein.

LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

10 Years, 2 Years Firm, beginning February 29, 2012 and continuing through February 28, 2022,

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by the General Services Administration. The commencement date of this lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the space by the government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Name: Dr. John V. Lombardi
Title: President, Louisiana State University System
Date: _____

Garrett Gordon
Lease Contracting Officer
Date: _____

WITNESSED BY:

Name:
Title:
Date: _____

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES

The Premises are described as follows:

Office and Related Space: 19,116 rentable square feet (RSF), yielding 19,116 ANSI/BOMA Office Area (ABOA) square feet of office and related space (based upon a Common Area Factor of 1.00%, located on the floor(s) Suite(s) of the Building, as depicted on the floor plan(s) attached hereto as Exhibit B and completely listed in Exhibit D.

1.02 EXPRESS APPURTENANT RIGHTS

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

Parking: 24 parking spaces as depicted on the plan attached hereto as Exhibit C of which 0 shall be structured inside spaces reserved for the exclusive use of the Government, 0 shall be inside parking spaces, and 24 shall be surface parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennae, Satellite Dishes and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	Years 1 - 2		Years 3 - 4	
	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$381,671.29	\$19.97	\$393,911.19	\$20.61
Tenant Improvements Rental Rate	\$0.00	\$0.00	\$0.00	\$0.00
Operating Costs	\$230,323.87	\$12.05	\$230,323.87	\$12.05
Building Specific Security Costs	\$0.00	\$0.00	\$0.00	\$0.00
Full Service Rate	\$611,995.16	\$32.01	\$624,235.06	\$32.66

	Years 5-6		Years 7-8	
	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$406,395.89	\$21.26	\$419,130.29	\$21.93
Tenant Improvements Rental Rate	\$0.00	\$0.00	\$0.00	\$0.00
Operating Costs	\$230,323.87	\$12.05	\$230,323.87	\$12.05
Building Specific Security Costs	\$0.00	\$0.00	\$0.00	\$0.00
Full Service Rate	\$636,719.76	\$33.31	\$649,454.16	\$33.97

	Years 9-10	
	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$432,119.37	\$22.61
Tenant Improvements Rental Rate	\$0.00	\$0.00
Operating Costs	\$230,323.87	\$12.05
Building Specific Security Costs	\$0.00	\$0.00
Full Service Rate	\$662,443.24	\$34.65

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 100 ABOA sq. ft. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in "Paragraph 1.01, The Premises" created herein.
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
3. Performance or satisfaction of all other obligations set forth in this Lease. And
4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 BROKER COMMISSION AND COMMISSION CREDIT
THIS PARAGRAPH INTENTIONALLY DELETED

1.05 TERMINATION RIGHT

The Government or the Lessor may terminate this Lease, in whole or in part, at any time effective after the firm term of this Lease by providing not less than two (2) years prior written notice. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 RENEWAL RIGHTS
THIS PARAGRAPH INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Building Improvements	4	A
Floor Plan(s)	3	B
Parking Plan(s)	1	C
Suite Information	5	D
GSA Form 3517B General Clauses		
GSA Form 3518, Representations and Certifications		

1.08 TENANT IMPROVEMENT PRICING BASED ON AGENCY SPECIFIC REQUIREMENTS PACKAGE AND DESIGN SCHEMATIC WITH POST-AWARD DID WORKSHOP
THIS PARAGRAPH INTENTIONALLY DELETED

1.09 TENANT IMPROVEMENT PRICING BASED ON TENANT IMPROVEMENT ALLOWANCE (JUL 2011)
THIS PARAGRAPH INTENTIONALLY DELETED

1.10 TENANT IMPROVEMENT PRICING BASED ON DIDS PRIOR TO AWARD
THIS PARAGRAPH INTENTIONALLY DELETED

1.11 TENANT IMPROVEMENT FEE SCHEDULE
THIS PARAGRAPH INTENTIONALLY DELETED

1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 0.0696%. The percentage of occupancy is derived by dividing the total Government space of 19,116 rentable square feet by the total building space of 274,539 rentable square feet.

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment clause of the Lease is \$XX.

1.13 OPERATING COST BASE

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$12.048748 per rentable sq. ft. (\$230,323.87 per annum)

1.14 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES

In accordance with the section entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Leased Premises prior to expiration of the term of the Lease, the lease costs paid by the Government as part of the rent shall be reduced by the current annual rent of the space vacated by the Government.

1.15 OVERTIME HVAC RATES

THIS PARAGRAPH INTENTIONALLY DELETED

1.16 24-HOUR HVAC REQUIREMENT (APR 2011)

The Overtime Usage rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24 hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at an annual rate of \$0.00 per ABOA sq. ft. of the area receiving the 24 hour HVAC.

1.17 ADDITIONAL BUILDING IMPROVEMENTS

In addition to construction of the Tenant Improvements as required in this Lease, the Lessor shall be required to complete the following additional building improvements (e.g., Fire/Life Safety, Seismic, and Energy Efficiency) prior to acceptance of the Space:

- A. _____
- B. _____
- C. _____

SECTION 2 GENERAL TERMS, CONDITIONS AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (APR 2011)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and Express Appurtenant Rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the Commission Credit.
- D. Days. All references to days in this Lease shall be understood to mean calendar days, unless specified otherwise.
- E. FAR/GSAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- F. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- G. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the lease term commences.
- H. Lease Award Date. The Lease Award Date means the date that the Lease is signed by the LCO (and on which the Lessor's obligations under the Lease commence).
- I. The Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated Common Areas, described in Section 1 of this Lease, and delineated by plan on Exhibit B. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- J. The Property and The Building. The Property is defined as the land and buildings in which the Premises are located, including all appurtenant areas (e.g., parking areas to which the Government is granted rights). The building(s) situated on the Property in which the Premises are located shall be referred to herein as "the Building(s)."
- K. The Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- L. Standard for Measuring Office Area and Other Space. For the purposes of this Lease, Space shall be measured in accordance with the standard provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area. ANSI/BOMA Z65.1-1996 shall be used. References to ABOA mean ANSI/BOMA Office Area.
- M. Working days. Working days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (APR 2011)

The signatories to this Lease shall have full authority to bind their respective principles with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principles, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) without notice or an express delegation by the prior LCO.

2.03 WAIVER OF RESTORATION (APR 2011)

The Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.04 PAYMENT OF BROKER (JUL 2011)

THIS PARAGRAPH INTENTIONALLY DELETED

2.05 CHANGE OF OWNERSHIP (APR 2011)

A. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is only changing its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor ("Transferor"), and the new owner or assignee ("Transferee") shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to recognize the Transferee as its Lessor until (a) the payment of rent has commenced; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must complete a Central Contractor Registration ("CCR") (See FAR 52.232-33) and complete and sign GSA Form 3518A, Representations and Certifications (to substitute Exhibit D).

G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to accrue, subject to the Government's rights as provided for in this Lease. However, the Government's obligation to pay rent to the Transferee shall be suspended until the Government has received all information reasonably required by the LCO under paragraph D, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in paragraph F. So long as any delays in effecting the recognition of Transferee as Lessor are not the responsibility of the Government, no interest shall accrue on suspended rent.

~~2.06 REAL ESTATE TAX ADJUSTMENT (AUG 2008)~~
~~THIS PARAGRAPH INTENTIONALLY DELETED~~

~~2.07 ADJUSTMENT FOR VACANT PREMISES (APR 2011)~~

A. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the Lease, the rental rate (i.e., the base for operating cost adjustments) will be reduced.

B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA (sq. ft.) of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant premises or the Lease expires or is terminated.

~~2.08 OPERATING COSTS ADJUSTMENT (APR 2014)~~
~~THIS PARAGRAPH INTENTIONALLY DELETED~~

~~2.09 FINANCIAL AND TECHNICAL CAPABILITY (APR 2014)~~
~~THIS PARAGRAPH INTENTIONALLY DELETED~~

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 WORK PERFORMANCE (APR 2011)

All work in performance of this lease shall be done by skilled workers or mechanics and shall be acceptable to the contracting officer. The contracting officer retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

3.02 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)

A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this RLP and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at <http://www.epa.gov/wastes/conservation/tools/cpg/products/index.htm>.

B. The Lessor, if unable to comply with both the CPG and RMAN lists, shall submit a Request for Waiver for each material to the LCO with the TI pricing submittal. The request for waiver shall be based on the following criteria:

1. The cost of the recommended product is unreasonable.
2. Inadequate competition exists.
3. Items are not available within a reasonable period.
4. Items do not meet the RLP's performance standards.

3.03 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (DEC 2007)
THIS PARAGRAPH INTENTIONALLY DELETED**3.04 EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (DEC 2010)**

A. Items and materials existing in the lease premises, or to be removed from the lease premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in re-furnished condition and shall meet the quality standards set forth by the Government in this lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

C. The Lessor shall submit a reuse plan to the Contracting Officer. The Government will not pay for existing fixtures and other Tenant Improvements accepted in place. However, the Government will reimburse the Lessor, as part of the Tenant Improvement Allowance, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the Contracting Officer.

3.05 CONSTRUCTION WASTE MANAGEMENT (AUG 2008)
THIS PARAGRAPH INTENTIONALLY DELETED**3.06 WOOD PRODUCTS (AUG 2008)**

A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Certification Resource Center (www.certifiedwood.org), the Forest Stewardship Council United States (www.fscus.org), or the Sustainable Forestry Initiative (www.aboutsfi.org).

B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at www.cites.org/eng/resources/species.html.

C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

D. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

3.07 ADHESIVES AND SEALANTS (AUG 2008)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

3.08 BUILDING SHELL REQUIREMENTS (APR 2011)

- A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein. For pricing, fulfillment of all requirements not specifically designated as Tenant Improvements, Building Specific Security, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.
- B. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly installed building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements. Circulation corridors are provided as part of the base building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor necessary to meet code is provided as part of the shell.

3.09 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (APR 2011)

- A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.
- B. THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed Base Building and Tenant Improvement construction. The Government shall work closely with the Lessor, in an integrated manner, to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.
- C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this contract.
- D. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this lease, Special Requirements and Attachments, Price Lists or Design Intent Drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

3.10 QUALITY AND APPEARANCE OF BUILDING (APR 2011)

The building in which lease premises are located shall be designed, built and maintained in good condition and in accordance with the lease requirements. If not new or recent construction, the building shall have undergone by occupancy, modernization or adaptive reuse for office space with modern conveniences. The building shall be compatible with its surroundings. Overall, the building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.

3.11 VESTIBULES (APR 2011)

- A. Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.
- B. The Lessor shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the building at all primary exterior entryways.

3.12 MEANS OF EGRESS (APR 2011)

- A. Offered space shall meet or be upgraded to meet prior to occupancy, the applicable egress requirements in the National Fire Protection Association (NFPA) 101, Life Safety Code (current as of the award date of this Lease), or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government.
- B. Offered space shall provide unrestricted access to a minimum of two remote exits on each floor of Government occupancy. Interlocking or Scissor stairs shall only be counted as one approved exit stair. Open air exterior fire escapes shall not be counted as an approved exit stair. In addition, the requirements for door hardware, exit remoteness and discharge from exits shall meet the requirements in NFPA 101, Life Safety Code (current as of the award date of this Lease), or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable to the Government.

3.13 AUTOMATIC FIRE SPRINKLER SYSTEM (APR 2011)

- A. Offered space located below-grade, including parking garage areas, and all areas in a building referred to as "hazardous areas" (defined in NFPA 101) that are located within the entire building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- B. For buildings in which any portion of the offered space is on or above the sixth floor, then, at a minimum, the building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For buildings in which any portion of the offered space is on or above the sixth floor, and Lease of the offered space will result, either individually or in combination with other Government leases in the offered building, in the Government leasing 35,000 sq. ft. or more ABOA sq. ft. of space in the offered building, then the entire building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic sprinkler system(s) shall be maintained in accordance with the requirements NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the award date of this Lease), or the applicable local codes.

E. Definitions:

1. "Automatic sprinkler system" means an electronically supervised, integrated system of underground and overhead piping, designed in accordance with National Fire Protection Association (NFPA) 13, Installation of Sprinkler Systems. The system is usually activated by heat from fire and discharges water over the fire area. The system includes an adequate water supply.

2. "Equivalent level of safety" means an alternative design or system (which may include automatic sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic sprinkler systems.

3.14 FIRE ALARM SYSTEM (APR 2011)

A. A building-wide fire alarm system shall be installed in buildings in which any portion of the offered space is located on the 3rd floor or higher. The fire alarm system shall meet the installation and operational requirements of the applicable local codes and ordinances adopted by the jurisdiction in which the building is located.

B. The fire alarm system shall be maintained in accordance with the requirements of the applicable local codes or NFPA 72, National Fire Alarm and Signaling Code (current as of the award of the Lease) The fire alarm system wiring and equipment shall be electrically-supervised and shall automatically notify either the local fire department, remote station, or UL listed central station. Emergency power shall be provided for the fire alarm system.

C. If a building's fire alarm control unit is over 25-years old, the Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the award of the Lease) or applicable local codes prior to Government acceptance and occupancy of the offered space.

3.15 ENERGY INDEPENDENCE AND SECURITY ACT (APR 2011)

The Energy Independence and Security Act (EISA) establishes that existing buildings must have earned the Energy Star label in the most recent year and show proof of it no later than the due date for final proposal revisions, unless the offered space meets one of the following statutory exceptions: (a) No space is offered in a building with an Energy Star label in the delineated area that meets the functional requirements of an agency, including location needs; (b) The agency will remain in a building they currently occupy; or (c) The lease will be in a building of historical, architectural, or cultural significance listed or eligible to be listed on the National Register of Historic Places; or (d) The lease is for 10,000 rentable square feet or less.

If this Lease was awarded under any of EISA's statutory exceptions, the Lessor shall either:

A. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding lease); or

B. Complete those energy efficiency and conservation improvements, if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding lease).

3.16 ELEVATORS (APR 2011)

A. The Lessor shall provide suitable passenger and, when required by the Government, freight elevator service to any Government demised area not having ground level access. Service shall be available during the routine hours of operation specified in the in this Lease. However, one passenger and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. Code: Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1, Safety Code for Elevators and Escalators (current as of the award date of this Lease). Where provided, elevator lobby and elevator machine-room smoke detectors shall activate the building fire alarm system; provide Phase 1 automatic recall of the elevator(s); and automatically notify either the local fire department, remote station, or UL listed central station. The elevator shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspectors' Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

C. Safety Systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

D. Speed: The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 sq. ft. per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. Interior Finishes: Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the Contracting Officer. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer.

3.17 BUILDING DIRECTORY (APR 2011)
THIS PARAGRAPH INTENTIONALLY DELETED

3.18 FLAGPOLE (APR 2011)
THIS PARAGRAPH INTENTIONALLY DELETED

3.19 DEMOLITION (APR 2011)

The Lessor shall remove existing abandoned electric, telephone and data cabling and devices as well as any other improvements or fixtures in place to accommodate the Government's design intent drawings. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense. Any demolition shall be completed in accordance with all applicable laws.

3.20 ACCESSIBILITY (APR 2011)

The building, leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.21 CEILINGS (APR 2011)

A complete acoustical ceiling system (which includes grid and lay-in tiles or other building standard ceiling system as approved by the Contracting Officer) throughout the Government demised area and all common areas accessible to Government tenants shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with Tenant Improvements.

A. Ceilings shall be at a minimum 9 feet and 0 inches and no more than 12 feet, 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the leased space, with no obvious damage to tiles or grid.

B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

C. Should the ceiling be installed in the Government demised area prior to construction of the Tenant Improvements, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the Tenant Improvements. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the Tenant Improvements.

D. Ceilings shall be a flat plane in each room and shall be suspended with ample light fixtures and finished as follows unless an alternate equivalent is pre-approved by the Contracting Officer:

E. Restrooms. Plastered or spackled and taped gypsum board.

F. Offices and Conference Rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and regular edges or an equivalent pre-approved by the Contracting Officer. Tiles or panels shall contain recycled content.

G. Corridors and Eating/Galley Areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

3.22 DOORS

Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to Tenant Improvements.

3.23 DOORS: EXTERIOR (APR 2011)

Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, 1) hollow steel construction, 2) solid core wood, or 3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the Contracting Officer. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements. Properly rated and labeled "fire door assemblies" shall be installed on all fire egress doors.

3.24 DOORS: HARDWARE (APR 2011)

Doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. Exterior doors and all common area doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry

3.25 DOORS: IDENTIFICATION (APR 2011)

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

3.26 WINDOWS (APR 2011)

- A. Office space shall have windows in each exterior bay unless waived by the Contracting Officer.
- B. All windows shall be weather-tight. Operable windows that open shall be equipped with locks. Off-street, ground-level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the building.

3.27 PARTITIONS: GENERAL (APR 2011)

Partitions in public areas shall be marble, granite, hardwood, or sheetrock covered with durable wall covering or high performance coating, or equivalent pre-approved by the Contracting Officer.

3.28 PARTITIONS: PERMANENT (APR 2011)

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Government demised area, stairs, corridors, elevator shafts, toilet rooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the building is located (such as the International Building Code, etc.) current as of the award date of this Lease.

3.29 INSULATION: THERMAL, ACOUSTIC, AND HVAC (APR 2011)

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.
- E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.
- F. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the award date of this lease) adopted by the jurisdiction in which the building is located.

3.30 WALL FINISHES (APR 2011)

- A. All restrooms within the building common areas of Government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable wainscot from the finished floor to a minimum height of 4'-0" and 2) semi gloss paint on remaining wall areas or other finish approved by the Contracting Officer.
- B. All elevator areas that access the Government-demised area and hallways accessing the Government-demised area shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

3.31 PAINTING (APR 2011)

The Lessor shall bear the expense for all painting associated with the building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Government demised area shall be spackled and prime painted with low VOC primer. If any building shell areas are already painted prior to Tenant Improvements, then the Lessor shall repaint, at the Lessor's expense, as necessary during Tenant Improvements.

3.32 FLOORS AND FLOOR LOAD (APR 2011)

- A. All adjoining floor areas shall be:
 - 1. Of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards.
 - 2. Non-slip.
 - 3. Acceptable to the Contracting Officer.

B. Under floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA sq. ft. plus 20 pounds per ABOA sq. ft. for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA sq. ft., including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required.

3.33 FLOOR COVERING AND PERIMETERS - (APR 2011)

- A. Exposed interior floors in primary entrances and lobbies shall be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble or carpet base.
- B. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet and service areas.
- C. Any alternate flooring must be pre-approved by the Contracting Officer.

3.34 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

3.35 BUILDING SYSTEMS (APR 2011)

Whenever requested, the Lessor shall furnish to GSA as part of shell rent, a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this Lease.

3.36 ELECTRICAL (APR 2011)

Electrical power distribution panels and circuit breakers shall be available in an electrical closet, with capacity at 277/480 volt (V) and 120/208 V, 3-phase, 4-wire system providing 7 watts (W) per ABOA sq. ft.

3.37 ELECTRICAL: GENERAL (APR 2011)

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Distribution panels shall be circuit breaker type with 10 percent spare power load and circuits.

3.38 ELECTRICAL: DISTRIBUTION (APR 2011)

- A. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power-distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available.
- B. Main distribution for standard office occupancy shall be provided at the Lessor's expense. In no event shall such power distribution (not including lighting and HVAC) for the Government demised area fall below 7 W per ABOA sq. ft.
- C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent.
- D. The Lessor shall provide duplex utility outlets in toilet rooms, corridors, and dispensing areas.
- E. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

3.39 ADDITIONAL ELECTRICAL CONTROLS (APR 2011)

If the Government pays separately for electricity, no more than 500 sq. ft. of office may be controlled by one switch or automatic light control for all space on the Government meter, whether through a building automation system, time clock, occupant sensor, or other comparable system acceptable to the Contracting Officer.

3.40 PLUMBING (APR 2011)

The Lessor shall include cost of plumbing in commori areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tenant Improvements, shall be included in the shell rent.

3.41 DRINKING FOUNTAINS (APR 2011)

On each floor of Government occupied space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard.

3.42 TOILET ROOMS (APR 2011)

- A. The Government shall require 8 water closets and 6 lavatories for women, and 8 water closets and 6 lavatories for men.
- B. Separate toilet facilities for men and women shall be provided, in accordance with local code or ordinances, on each floor occupied by the Government in the building. The facilities shall be located so that employees will not be required to travel more than 200 feet on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.
- C. Each main toilet room shall contain the following:
1. A mirror and shelf above the lavatory.
 2. A toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing.
 3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
 4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
 5. A coin-operated sanitary napkin dispenser in women's toilet rooms with a waste receptacle in each water closet stall.
 6. A disposable toilet seat cover dispenser.
 7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
 8. A floor drain.
 9. For new installations:
 - a. Water closets shall not use more than 1.6 gallons per flush.
 - b. Urinals shall not use more than 1.0 gallons per flush. Waterless urinals are acceptable.
 - c. Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 pounds per square inch.
 - d. Toilet partitions shall be made from recovered materials as listed in EPA's CPG.

3.43 HEATING VENTILATION AND AIR CONDITIONING (APR 2011)

Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA sq. and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.

- A. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
- B. Equipment Performance. Temperature control for office spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 W/sq. ft. to minus 1.5 W/sq. ft. from initial design requirements of the tenant.
- C. Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
- D. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62.1, *Ventilation for Acceptable Indoor Air Quality*.
- E. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. Pre-filters shall have a MERV efficiency of 8. Final filters shall have an MERV efficiency of 13.
- F. Where the Lessor proposes that the Government shall pay utilities an automatic air or water economizer cycle shall be provided to all air handling equipment, and the building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.
- G. Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.

3.44 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)

Sufficient space shall be provided on the floor(s) where the Government occupies space for the purposes of terminating telecommunications service into the building. The building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switchrooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch. The telephone closets shall include a telephone backboard.

Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:

- A. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard.
- B. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces.
- C. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard.
- D. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.

Telecommunications switchrooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

3.45 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

A. The Government reserves the right to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the space to be leased. The Government may contract with one or more parties to have ins wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing building wiring to connect its services to the Government's space. If the existing building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the building to the Government's floor space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennae (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or building envelope as required. Access from the antennae to the leased space shall be provided.

D. The Lessor shall allow the Government's designated telecommunications providers to affix antennae and transmission devices throughout its leased space and in appropriate common areas frequented by the Government's employees so as to allow the use of wireless telephones and communications devices necessary to conduct business.

3.46 LIGHTING: INTERIOR AND PARKING (DEC 2010)

A. Parabolic type 2'-0" wide x 4'-0" long fluorescent lighting fixtures (or other building standard fixtures approved by the GSA Contracting Officer) shall be installed in the ceiling grid for an open office plan at the rate of 1 fixture per 80 ABOA sq. ft.

B. Unless alternate lighting is approved by the Contracting Officer, the Lessor shall provide deep cell parabolic louver 2'-0" wide x 4'-0" long or two 2'-0" wide x 2'-0" long (or building standard that meets or exceeds this standard) or modern, diffused fluorescent fixtures using no more than 2.0 W per ABOA sq. ft. Such fixtures shall be capable of producing a light level of 50 average maintained foot-candles at working surface height throughout the space. Tubes shall then be removed to provide 1) 30 foot-candles in portions of work areas other than work surfaces and 2) 1 foot-candle to 10 foot-candles, or minimum levels sufficient for safety, in non-working areas. Exceptions may be approved by the GSA Contracting Officer. When the space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.

C. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have 5 foot-candles for doorway areas, 3 foot-candles for transition areas (including stairwells), and at least 1 foot-candle overlapping throughout the lot, except where local codes conflict. Illumination shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Indoor parking shall have a minimum of 10 foot-candles and shall be designed based on IESNA standards. The intent is to provide adequate lighting at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage crimes against persons.

D. Exterior building lighting must have emergency power backup to provide for safe evacuation of the building in case of natural disaster, power outage, or criminal/terrorist activity.

E. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. The Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows where daylight can contribute to energy savings.

3.47 ACOUSTICAL REQUIREMENTS (SEP 2009)

A. Reverberation Control. Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0.75. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.85.

B. Ambient Noise Control. Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.

C. Noise Isolation. Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

1. Conference rooms: NIC 40
2. Offices: NIC 35

D. Testing. The Contracting Officer may require, at no cost to the Government, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

3.48 INDOOR AIR QUALITY DURING CONSTRUCTION (DEC 2007)

A. The Lessor shall provide to the Government material safety data sheets (MSDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

B. The Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.

D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.

E. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

F. HVAC during Construction:

If air handlers are used during construction, the Lessor shall provide filtration media with a Minimum Efficiency Reporting Value (MERV) of eight (8) at each return air grill, as determined by ASHRAE (American Society of Heating, Refrigeration and Air-Conditioning Engineers) (52.2-1999, HVAC Use During Construction). The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:

1. A complete air filtration system with 60 percent efficiency filters is installed and properly maintained.
2. No permanent diffusers are used.
3. No plenum-type return air system is employed.
4. The HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants.
5. Following the building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.

G. Flush-Out Procedure:

1. A final flush-out period of 72 hours minimum is required after installation of all interior finishes and before the tenant agency's occupancy of the space. The Lessor shall ventilate 24 hours a day, with new filtration media at 100% outdoor air (or maximum outdoor air while achieving a relative humidity not greater than 60%).

2. After the 3-day period the space may be occupied; however, the flush-out must continue for 30 days using the maximum percentage of outdoor air consistent with achieving thermal comfort and humidity control.

3. Any deviation from this ventilation plan must be approved by the Contracting Officer.

H. The Lessor is required to provide regularly occupied areas of the tenant space with new air filtration media before occupancy that provides a Minimum Efficiency Reporting Value (MERV) of 13 or better.

I. During construction, meet or exceed the recommended design approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guideline for Occupied Buildings Under Construction, 1995, Chapter 3.

J. Protect stored onsite and installed absorptive materials from moisture damage.

3.49 GREEN LEASE SUBMITTALS (SEP 2010)

A. AFTER AWARD, THE LESSOR SHALL SUBMIT TO THE CONTRACTING OFFICER WHEN ANY TENANT IMPROVEMENT IS GOING TO BE COMPLETED:

1. Product Data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased space. This information must be submitted NO LATER THAN the submission of the Design Intent Drawings for the leased.
2. Material Safety Data Sheets (MSDS) or other appropriate documents upon request for products listed in the lease.
3. Reuse Plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the lease.
4. Any waiver needed when not using materials from the CPG and RMAN lists of acceptable products in accordance with the "Recycled Content Products" paragraph in the lease.
5. Radon test results as may be required by the "Radon in Air" and "Radon in Water" in the lease.
6. Construction Waste Management Plan: Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the contracting officer, may permit alternative means of disposal.
7. Building Recycling Service Plan: A building recycling service plan with floor plans annotating recycling area(s) as part of Design Intent Drawings to be reflected on the Construction Drawing submission.
8. A signed statement provided to the contracting officer, completed by the Lessor for the leased space, explaining how all HVAC systems serving the leased space will achieve the desired ventilation of the space during the flush-out period called for in the lease.
9. A written commissioning plan submitted to the contracting officer prior to the completion of Design Intent Drawings that includes:
 - a. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the contracting officer immediately).
 - b. A description of how commissioning requirements will be met and confirmed.

3.50 DETERRENCE TO UNAUTHORIZED ENTRY (NOV 2005)

The Lessor shall provide a level of security that reasonably prevents unauthorized entry to the space during non-duty hours and deters loitering or disruptive acts in and around the space leased. The Lessor shall ensure that security cameras and lighting are not obstructed.

3.51 ACCESS TO UTILITY AREAS (NOV 2005)

Utility areas shall be secure, and only authorized personnel shall have access.

3.52 MECHANICAL AREAS AND BUILDING ROOFS (NOV 2005)

A. Keyed locks, keycards, or similar security measures shall strictly control access to mechanical areas. Additional controls for access to keys, keycards, and key codes shall be strictly maintained. The Lessor shall develop and maintain accurate HVAC diagrams and HVAC system labeling within mechanical areas.

B. Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through keyed locks, keycards, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.

3.53 ACCESS TO BUILDING INFORMATION (NOV 2005)

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, preferably by the development of an access list and controlled copy numbering. The Contracting Officer may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

3.54 IDENTITY VERIFICATION OF PERSONNEL (MAY 2007)

A. The Government reserves the right to verify identities of personnel with routine access to Government space. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

B. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

C. Lessor compliance with paragraphs 1 through 4 below will suffice to meet the Lessor's requirements under HSPD-12, OMB M-05-24, and FIPS PUB Number 201.

1. The Government reserves the right to conduct background checks on Lessor personnel and contractors with routine access to Government leased space.

2. Upon request, the Lessor shall submit completed fingerprint charts and background investigation forms for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors, who will provide building operating services requiring routine access to the Government's leased space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space.

3. The Lessor must provide Form FD-258, Fingerprint Chart (available from the Government Printing Office at <http://bookstore.gpo.gov>), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the contracting officer (or the contracting officer's designated representative) within 30 days from receipt of the forms. Based on the information furnished, the Government will conduct background investigations of the employees. The contracting officer will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's space.

4. Throughout the life of the lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD-258 and Standard Form 85P for every employee covered by this paragraph on a 5-year basis.

3.55 SYSTEMS COMMISSIONING (APR 2011)

The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with tenant improvements (TI) or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.

3.56 SECURE HVAC: AIRBORNE HAZARDS (NOV 2005)

Air-handling units shall be able to be shut down in response to a threat. Procedures shall be in place for notification of the Lessor's building engineer or manager, building security guard desk, local emergency personnel, GSA personnel, and Contracting Officer for possible shut-down of the air handling units serving the mailroom and/or any other possibly affected areas of the building to minimize contamination, as deemed appropriate to the hazard.

3.57 EMERGENCY POWER TO CRITICAL SYSTEMS (NOV 2005)

Emergency power backup is required for all alarm systems, CCTV monitoring devices, fire detection systems, entry control devices, lighting, etc., and special equipment, as identified elsewhere in the Lease. Costs for emergency power to critical systems that are Building-Specific Security requirements should be allocated to that cost component.

3.58 SECURE HVAC: SECURE RETURN-AIR GRILLES (NOV 2005)

The Lessor shall secure return-air grilles in public lobbies. Protection measures shall not adversely affect performance of the building's HVAC system. Return air-grille protective measures include 1) relocating return-air grilles to inaccessible, yet observable locations; 2) increasing security presence (human or CCTV) near vulnerable return-air grilles; 3) directing public access away from return-air grilles; and, 4) removing furniture and visual obstructions from areas near air grilles.

3.59 SECURE HVAC: OUTDOOR AIR INTAKES (NOV 2005)

The outdoor air intakes shall be located on a secure roof or high sidewall and not within 30 feet of the loading dock; otherwise, the Lessor shall relocate, extend, or secure intakes as described below:

A. Outdoor air intakes shall be relocated. The lowest edge of the outdoor air intakes shall be placed 40 feet, 0 inches above grade and not less than 30 feet, 0 inches from the loading dock. Access shall be locked and secured, if feasible. For increased visibility of suspicious items, moat areas and other ground level areas surrounding outside air intakes shall be completely free of trash, debris or any other matter.

B. Outdoor air intakes shall be extended. If relocation is not feasible, as approved by the Government, intake extensions shall be constructed without creating adverse effects on HVAC performance. The higher the extensions, the better, as long as other design constraints (excessive pressure loss, dynamic and static loads on structure) are considered. An extension height of 40 feet, 0 inches is required unless adverse effects on HVAC performance can be demonstrated. The entrance to the intake shall be covered with a sloped metal mesh to reduce the threat of objects being tossed in the intake. A minimum slope of 45 degrees may be required. Extension height shall be increased where existing platforms or building features (e.g., loading docks, retaining walls) might provide access to the outdoor air intakes.

C. A security zone around outdoor air intakes shall be established. When outdoor air intakes are publicly accessible and relocation or physical extensions are not viable options or are cost prohibitive, perimeter barriers that prevent public access to outdoor air intake areas shall be required based on the Government's building security assessment. Iron fencing or similar see-through barriers may be required. The restricted area shall also include an open buffer zone between the public areas and the intake louvers. The Government will have the right to monitor the buffer zone by physical security and/or closed circuit television (CCTV). Security lighting or intrusion detection sensors are required and shall be provided and installed by the Lessor.

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (JUL 2011)
 THIS PARAGRAPH INTENTIONALLY DELETED

4.02 CONSTRUCTION DOCUMENTS (APR 2011)
 THIS PARAGRAPH INTENTIONALLY DELETED

4.03 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)
4.04 PROGRESS REPORTS (APR 2011)
 THIS PARAGRAPH INTENTIONALLY DELETED

4.05 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (APR 2011)

The Government shall have the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors to minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with regard to this project.

4.06 CONSTRUCTION INSPECTIONS (APR 2011)
 THIS PARAGRAPH INTENTIONALLY DELETED

4.07 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2011)

A. Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

C. The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may obtain satisfaction of this condition by obtaining the services of a licensed fire protection engineer to verify that the offered space meets all applicable local codes and ordinances to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances.

4.08 LEASE TERM COMMENCEMENT DATE AND ANNUAL RENT RECONCILIATION (APR 2011)

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA square feet in the Space, which, together with the CAF established in Section 1, will yield the total Rentable Area of the Premises. The rent for the space will be adjusted based upon the measured ABOA square footage for adjusting the annual rent. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

4.09 AS-BUILT DRAWINGS (APR 2011)

Not later than 30 working days after the acceptance of the Space, the Lessor shall furnish to the Government a complete set Computer Aided Design (CAD) files of as-built floor plans showing the space under lease, as well as corridors, stairways, and core areas. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on CD-ROM. They shall be labeled with building name and address, list, with dates, of drawing(s), and Lessor's architect's name and phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the LCO.

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT (TI) REQUIREMENTS (APR 2011)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth herein. For the purpose of pricing, fulfillment of all requirements designated as TIs within this section, the Security Section, and the Agency Special Requirements shall be deemed to be included in the TI components of the rent.

5.02 FINISH SELECTIONS (DEC 2010)

A. The Lessor must consult with the Contracting Officer prior to developing a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All required finish option sample boards must be provided within 10 working days after initial submission of DIDs. GSA must deliver necessary finish selections to the Lessor within 10 working days after receipt of samples. The Lessor may not make any substitutions after the finish option is selected.

B. All building finishes must be for first class, modern space. All samples provided must comply with specifications set forth elsewhere in this Lease. The finish options must be approved by GSA prior to installation.

5.03 WINDOW COVERINGS (SEP 2009)

A. Window Blinds. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the Tenant Improvement Allowance. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of 1-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Contracting Officer. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the LCO.

B. Draperies:

If draperies are required, they shall be part of the Tenant Improvement Allowance and the following minimum specifications shall apply:

1. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be floor, apron, or sill length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well anchored, heavy-duty traverse rods. Traverse rods shall draw from the center, right, or left side.

2. Construction. Any draperies to be newly installed shall be made as follows:

- a. Fullness of 100 percent, including overlap, side hems, and necessary returns.
- b. Double headings of 4 inches turned over a 4-inch permanently finished stiffener.
- c. Doubled side hems of 1-1/2 inches; 4-inch doubled and blind stitched bottom hems.
- d. Three-fold pinch pleats.
- e. Safety stitched intermediate seams.
- f. Matched patterns.
- g. Tacked corners.
- h. No raw edges or exposed seams.

3. Use of existing draperies must be approved by the LCO.

5.04 DOORS: SUITE ENTRY (AUG 2008)

Suite entry doors shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable by a single effort, and shall meet the requirement of NFPA 101, Life Safety Code (current as of the award date of this Lease). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi gloss oil-based paint finish with no formaldehyde.

5.05 DOORS: INTERIOR (AUG 2008)

Doors within the Government demised area shall be provided as part of the Tenant Improvements and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code (current as of the award date of this Lease). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint with no formaldehyde.

5.06 DOORS: HARDWARE (DEC 2007)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Government-demised area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks, and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior

entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent jimmying of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101.

5.07 DOORS: IDENTIFICATION (SEP 2000)

Door identification shall be installed in approved locations adjacent to office entrances as part of the Tenant Improvement Allowance. The form of door identification shall be approved by the Contracting Officer.

5.08 PARTITIONS: SUBDIVIDING (SEP 2009)

A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances shall be provided as part of the Tenant Improvement Allowance. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the design intent drawings. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).

B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs in the FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES section, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.

D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

5.09 WALL FINISHES - TI (APR 2011)

In the event the Government chooses to install a wall covering as part of the Tenant Improvements, the minimum standard is vinyl-free, chlorine-free, plasticizer-free wall covering with recycled content or bio-based commercial wall covering weighing not less than 13 ounces per square yard or equivalent. In the event the Government chooses to install a high-performance paint coating, it shall comply with the VOC (Volatile Organic Compound) limits of the Green Seal Standard GS-11.

5.10 PAINTING—TI (APR 2011)

A. The Lessor shall provide interior paints and coatings that meet or are equivalent to the following standards for Volatile Organic Compound (VOC) off gassing:

1. Topcoat paints: Green Seal Standard GS-11, Paints, First Edition, May 20, 1993.
2. All other architectural coatings, primers, and undercoats: South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, effective January 1, 2004.
3. Architectural paints, coatings, and primers applied to interior walls and ceilings:
 - a. Flats: 50 grams per litre (g/L).
 - b. Non-flats: 150 g/L.
4. Anticorrosive and antirust paints applied to interior ferrous metal substrates: 250 g/L.
5. Clear wood finishes:
 - a. Varnish: 350 g/L.
 - b. Lacquer: 550 g/L.
6. Floor coatings: 100 g/L
7. Sealers:
 - a. Waterproofing sealers: 250 g/L.
 - b. Sanding sealers: 275 g/L.
 - c. All other sealers: 200 g/L.
8. Shellacs:
 - a. Clear: 730 g/L.
 - b. Pigmented: 550 g/L.
9. Stains: 250 g/L.
10. Use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Contracting Officer.

5.11 FLOOR COVERING AND PERIMETERS – TI (APR 2011)

- A. Floor covering shall be either carpet or resilient flooring, as currently installed in the Government's location. Floor perimeters at partitions shall have wood, rubber, vinyl or carpet base.
- D. The use of existing carpet may be approved by the Contracting Officer; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement for new carpet.
- E. If the Government requires restrooms and/or shower rooms in the Government demised area, floor covering shall be terrazzo, unglazed ceramic tile, and/or quarry tile.
- F. Any alternate flooring shall be pre-approved by the Contracting Officer.
- G. INSTALLATION: Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

5.12 CARPET SPECIFICATIONS (DEC 2010)

- A. Certification. Carpet must have third party certification in accordance with NSF 140 2007e Sustainable Carpet Assessment Standard at a "Gold" level minimum.
- B. Recycled Content. Broadloom carpet must contain a minimum of 10 percent recycled content by total product weight. PVC-free modular tile carpet is preferred; if PVC is used, it must contain a minimum of 30 percent pre-consumer/post-consumer recycled content by total product weight.
- C. Adhesives. The carpet and floor adhesive for glue-down installations must meet the Green Label Plus and floor adhesive for direct glue down requirements of the Carpet and Rug Institute. Carpet and all installation components including adhesives, sealers, seam welds, and seam sealers must meet the low emitting materials standards as outlined in U.S. Green Building Council LEED criteria. Adhesives must meet VOC content standards per South Coast Air Quality Management District Rule #1168.
- D. Face Fiber Content. Face yarn shall be 100 percent nylon fiber. Loop Pile shall be 100 percent Bulk Continuous Filament (BCF); cut and loop shall be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.
- E. Performance Requirements for Broadloom and Modular Tile:
 - Static. Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).
 - Flammability. Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.
 - Flooring Radiant Panel Test. Meets NFPA Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.
 - Smoke Density. NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.
- F. Additional Requirements for Broadloom:
 - Edge ravel. Minimum 1 lb, loop pile only - ASTM D-7267.
 - Delamination. Minimum 3.5 lb per inch of width - ASTM D-3936.
 - Tuft bind. Minimum 8.0 lb average tuft bind for loop pile - ASTM D-1335.
- G. Additional requirement for modular tile:
Tuft bind minimum 8 lb average tuft bind for loop pile — ASTM d-1335.
- H. Texture Appearance Retention Rating (TARR). Meet TARR ratings specified below:

SPACE DEFINITION	TRAFFIC CLASSIFICATION	TARR CLASSIFICATION
PRIVATE OFFICES	MODERATE	≥ 3.0 TARR
TRAINING, CONFERENCE, COURTROOMS, ETC	HEAVY	≥ 3.0 TARR
OPEN OFFICE, CAFETERIA, CORRIDORS, LOBBIES	SEVERE	≥ 3.5 TARR

The carpet should be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.

5.13 HEATING AND AIR CONDITIONING (APR 2011)

Zone Control. Provide individual thermostat control for office space with control areas not to exceed 1,500 ANSI/BOMA office area sq. ft. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing space use and modulating HVAC system in response to space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

5.14 ELECTRICAL: DISTRIBUTION (APR 2011)

- A. All electrical, telephone, and data outlets within the Government demised area shall be installed by the Lessor in accordance with the design intent drawings. All electrical outlets shall be installed in accordance with NFPA Standard 70.
- B. All tenant outlets shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.
- C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) shall be safely concealed in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Contracting Officer.

5.15 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (APR 2011)

Telecommunications floor or wall outlets shall be provided as part of the Tenant Improvements. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

5.16 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

Provide sealed conduit to house the agency telecommunications system when required.

5.17 DATA DISTRIBUTION (AUG 2008)

The Government shall be responsible for purchasing and installing data cable. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations shall be in floor ducts, walls, columns, or below access flooring. The Lessor shall provide as part of the Tenant Improvement Allowance outlets, which shall include rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Government demised area such that they are within a 30-foot horizontal distance of any single drop.

5.18 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (AUG 2008)

- A. The Lessor shall provide as part of the Tenant Improvements, separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.
- B. The Government shall be responsible for purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Government demised area such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.
- C. The Lessor shall furnish and install suitably sized junction boxes near the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.
- D. The Lessor's electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

5.19 LIGHTING: INTERIOR AND PARKING - TI (APR 2011)

- A. Once the design intent drawings are approved, the Lessor shall design and provide interior lighting yielding a uniform 50 foot-candles at working surface height (30" above the floor). The increase between the number of fixtures required in the building shell and the space layout is part of the Tenant Improvements. The light fixtures shall meet the requirements as stated in the above Building Shell.
- B. If pendant style indirect lighting fixtures are used, the increase between the number of fixtures required in the building shell and the space layout is part of the Tenant Improvement Allowance.

- C. The DIDs may require a mixed use of recessed and pendant style fixtures in the leased space.
- D. There may be additional security requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter.

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

6.01 PROVISION OF SERVICES, ACCESS, AND ROUTINE HOURS (APR 2011)

The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than routine hours, of necessary services and utilities such as elevators, toilets, lights, and electric power. Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this Lease. Janitorial Services shall not be required on weekends or federal holidays. Services, maintenance, and utilities shall be 24 hours Monday through Sunday.

6.02 UTILITIES (APR 2011)

The Lessor is responsible for providing all utilities necessary for base building and tenant operations.

6.03 UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (APR 2011)
THIS PARAGRAPH INTENTIONALLY DELETED**6.04 HEATING AND AIR CONDITIONING (APR 2011)**

In all office areas, temperatures shall conform to local commercial standards and operating practices to maximize tenant satisfaction. These temperatures shall be maintained throughout the Premises, regardless of outside temperatures, during the operating hours specified in this Lease. During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the LCO or other GSA representative as may be designated by the LCO. Simultaneous heating and cooling are not permitted.

Warehouse or Garage areas require heating and ventilation only. Cooling of this space is not required. Temperature of Warehouse or Garage areas shall be maintained at a minimum of 50° Fahrenheit.

The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

Normal HVAC systems' maintenance shall not disrupt tenant operations.

6.05 OVERTIME HVAC USAGE (APR 2011)
THIS PARAGRAPH INTENTIONALLY DELETED**6.06 JANITORIAL SERVICES (APR 2011)**

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access in a clean condition and shall provide supplies and equipment for the term of the Lease. The Lessor shall be entitled to assume that the following frequencies of cleaning tasks shall be sufficient. If the Lessor elects to perform any cleaning tasks less frequently, and the level of cleanliness does not meet the Government's approval, the Government may direct the Lessor to increase the frequency of such tasks.

A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government demised area.

B. Three Times a Week. Sweep or vacuum stairs.

C. Weekly. Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).

D. Every Two Weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.

E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.

F. Every Two Months. Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.

G. Three Times a Year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

- H. Twice a Year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.
- I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
- J. Every Two Years. Shampoo carpets in all offices and other non-public areas.
- K. Every Five Years. Dry clean or wash (as appropriate) all draperies.
- L. As Required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.
- M. As Appropriate: Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

6.07 SELECTION OF CLEANING PRODUCTS (APR 2011)

The Lessor shall make careful selection of janitorial cleaning products and equipment to:

- A. Use products that are packaged ecologically.
- B. Use products and equipment considered environmentally beneficial and/or recycled products that are phosphate free, non-corrosive, non-flammable, and fully biodegradable.
- C. Minimize the use of harsh chemicals and the release of irritating fumes.

Note: Examples of acceptable products may be found at www.gsa.gov/p2products.

6.08 SELECTION OF PAPER PRODUCTS (APR 2011)

The Lessor shall select paper and paper products (e.g., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.

6.09 SNOW REMOVAL (APR 2014)

THIS PARAGRAPH INTENTIONALLY DELETED

6.10 MAINTENANCE AND TESTING OF SYSTEMS (APR 2011)

A. The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the GSA Field Office Manager or a designated representative.

B. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing inspection, testing, and maintenance of fire protection systems, such as, but not limited to; fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, etc. prior to occupancy of such systems as fire alarm, sprinkler, standpipes, fire pumps, emergency lighting, illuminated exit signs, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer.

6.11 MAINTENANCE OF PROVIDED FINISHES (APR 2011)

A. Paint. Lessor shall repaint all painted surfaces, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every 3 years.

2. Lessor shall perform cyclical repainting of the Space every 5 years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture, will be borne by the Lessor as part of the rent.

B. Carpet and Flooring:

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:

a. Backing or underlayment is exposed.

- b. There are noticeable variations in surface color or texture.
- c. It has curls, upturned edges, or other noticeable variations in texture.
- d. Tiles are loose.
- e. Tears and/or tripping hazards are present.

2. Notwithstanding the foregoing, the Lessor shall replace all carpet in the Space every 5 years.

3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture, if necessary. Work shall be performed after normal working hours as defined elsewhere in this Lease.

6.12 ASBESTOS ABATEMENT (APR 2011)

If asbestos abatement work is to be performed in the space after occupancy, the Lessor shall submit to the LCO the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

6.13 ONSITE LESSOR MANAGEMENT (APR 2011)

The Lessor shall provide an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergencies.

6.14 SCHEDULE OF PERIODIC SERVICES (APR 2011)

Within 30 days after occupancy by the Government, the Lessor shall provide to the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

6.15 LANDSCAPING (APR 2011)

A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.

B. Landscape management practices shall prevent pollution by:

1. Employing practices which avoid or minimize the need for fertilizers and pesticides.
2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates.
3. Composting/recycling all yard waste.

C. The Lessor shall use landscaping products with recycled content as required by EPA's Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, www.epa.gov/cpg.

6.16 LANDSCAPE MAINTENANCE (APR 2011)

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

6.17 RECYCLING (DEC 2007)

Where State or local law, code, or ordinance requires recycling programs (including mercury containing lamps) for the space to be provided pursuant to this RLP, Lessor shall comply with such State and/or local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, Compliance with Applicable Law. In all other cases, the Lessor shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist. Provide an easily accessible, appropriately sized (2 sq. ft. per 1,000 sq. ft. of building gross floor area) area that serves the tenant space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space.

6.18 INDOOR AIR QUALITY (DEC 2007)

A. The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO 9 ppm time weighted average (TWA 8 hour sample); CO₂ 1,000 ppm (TWA); HCHO 0.1 ppm (TWA).

B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.

C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in space that it occupies, as well as in space serving the Government demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on building operations and Lessor activities.
2. Providing access to space for assessment and testing, if required.
3. Implementing corrective measures required by the Contracting Officer.

E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:

1. The Government demised area.
2. Common building areas.
3. Ventilation systems and zones serving the leased space.
4. The area above suspended ceilings and engineering space in the same ventilation zone as the leased space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the MSDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per sq. ft., no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

6.19 RADON IN AIR (AUG 2008)

If space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased space for 2 days to 3 days using charcoal canisters or electret ion chambers. The Lessor is responsible to provide space in which air levels are below EPA's action concentration of 4 pCi/L. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors or electret ion chambers shall be completed. For further information on radon, see EPA's website on radon at [WWW.EPA.GOV/IAQ/RADON/ZONEMAP.HTML](http://www.epa.gov/iaq/radon/zonemap.html) Web site on radon at <http://www.epa.gov/radon/zonemap.html>.

6.20 RADON IN WATER (AUG 2008)

THIS PARAGRAPH INTENTIONALLY DELETED

6.21 HAZARDOUS MATERIALS (OCT 1996)

The leased space shall be free of hazardous materials according to applicable Federal, state, and local environmental regulations.

6.22 MOLD (AUG 2008)

A. Actionable Mold is mold of types and concentrations in excess of that found in the local outdoor air.

B. The Lessor shall provide space to the Government that is free from Actionable Mold and free from any conditions that reasonably can be anticipated to permit the growth of Actionable Mold or are indicative of the possibility that Actionable Mold will be present ("Indicators").

C. At such times as the Government may direct, including but not limited to: after a flood, water damage not caused by the Government, or repairs caused by the Lessor, the Lessor, at its sole cost, expense and risk shall: (i) cause an industrial hygienist certified by the American Board of Industrial Hygienists or a qualified consultant ("the Inspector") who, in either instance, is reasonably acceptable to the Government, to inspect and evaluate the space for the presence of Actionable Mold or mold Indicators; and (ii) cause the Inspector to deliver the results of its inspection and evaluation (the "Report") to the Government within 30 days after it conducts same and, in all events, at the same time that it delivers the Report to Lessor. With the delivery of the Report to the Government, the Inspector shall notify the Government, in writing via cover letter to the report, if the Inspector discovers or suspects the existence of Actionable Mold or Indicators in the leased space.

D. The presence of Actionable Mold in the premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this Lease. In addition to the provisions of the Fire and Other Casualty clause of this Lease, should a portion of the premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative space at the Lessor's expense, including the cost of moving, and any required alterations.

E. If the Report indicates that Actionable Mold or Indicators are present in the leased space, the Lessor, at its sole cost, expense, and risk, shall within 30 days after its receipt of the Report: 1) retain an experienced mold remediation contractor reasonably acceptable to the Government to prepare and submit to the Government and Lessor a remediation plan (the "Plan") and within 90 days after the Government's approval of the Plan, remediate the Actionable Mold or the Indicators in the leased space, but prior to commencing such remediation, Lessor shall send the Government a notice stating: (i) the date on which the Actionable Mold remediation shall start and how long it is projected to continue; (ii) which portion of the leased space shall be subject to the remediation; and (iii) the remediation procedures and standards to be used to implement the Plan and the clearance criteria to be employed at the conclusion of the remediation; and 2) notify, in accordance with any applicable Federal, state, and local health and safety requirements, the Government employees as well as all other occupants of and visitors to the leased space of the nature, location and schedule for the planned remediation and reasons therefore.

F. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001), published by the U.S. Environmental Protection Agency, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards and guidelines.

G. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the Plan or any other applicable Federal, state, or local laws, regulatory standards or guidelines, the Lessor, at its sole cost, expense and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

H. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the Actionable Mold, the Government may implement a corrective action program and deduct its costs from the rent.

6.23 OCCUPANT EMERGENCY PLANS (APR 2011)

The Lessor is required to participate in and comply with the development and implementation of the Government Occupant Emergency Plan. Among other things, the Plan must include an annual emergency evacuation drill, emergency notification procedures of the Lessor's building engineer or manager, building security, local emergency personnel, and GSA personnel. Find additional information and guidelines on Occupant Emergency Plans at <http://www.9-11summit.org/materials9-11/911/acrobat/27/P3&C10EmergencyPreparednessPlans/GSAOccupantEmergencyProgram.pdf>.

6.24 FLAG DISPLAY (APR 2011)

If the Lessor has supplied a flagpole on the Property as a requirement of this Lease, the Lessor shall be responsible for flag display on all workdays and Federal holidays. The Lessor may light the flag in lieu of raising and lowering the flag daily. The Government will provide instructions when flags shall be flown at half-staff.

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 AIR CHANGES IN ANIMAL CARE UNIT

There shall be a minimum of 10 to 15 fresh air changes per hour in animal housing rooms to maintain macroenvironmental air quality by constant volume systems and also ensure microenvironmental air quality.

7.02 INFORMATION TECHNOLOGY**A. Louisiana State University Information Technology Services (ITS) SHALL:**

1. Configure and manage the IP routing to the outside interface.
2. Configure, manage and support VLAN within School of Veterinary Medicine.
3. Monitor the connection to the outside interface.
4. Notify appropriate personnel as decided by HRSA and ITS if the connection to the outside interface is having issues for longer than 20 minutes.
5. ITS will provide 20U of rack space.
6. ITS will not monitor any internal HRSA network traffic
7. ITS will provide up to 10 IP addresses. Any additional IP addresses will be requested as needed.

Health Resources and Services Administration (HRSA) SHALL:

1. Configure, manage and support DHCP within School of Veterinary Medicine for all HRSA hosts.
2. Provide User support for all HRSA users within LSU Network.
3. Provide Server support for any HRSA servers within LSU Network.
4. Provide ITS Network Operation Center with up-to-date contact information for HRSA support personnel for each interface.
5. HRSA will provide all switches, and routers used behind the HRSA firewall. Behind the HRSA firewall, LSU and HRSA Data will not be comingled.
6. Follow all ITS procedures and policies when requesting additional services such as adding new services, adding or moving personnel or reporting network problems.

B. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. PARTICIPATION IN SIMILAR ACTIVITIES. This in no way restricts ITS or HRSA from participating in similar activities with other public or private agencies, organizations, and individuals.
2. RESPONSIBILITIES OF PARTIES. ITS and HRSA and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

7.03 WASTE MANAGEMENT REQUIREMENTS**A. Special Wastes - Hazardous Chemical Wastes**

This research facility will generate small volumes of hazardous chemical waste. Past records indicate that an average of 45 pounds of hazardous chemical wastes have been generated over the last 36 months. The physical nature of these chemicals is that they are liquids which are flammable, caustic, toxic, and may include very small volumes of reactive substances. The most common liquid chemical waste by volume generated is used xylene.

Storage, transportation and disposal of hazardous chemical wastes:

Lessor will be responsible for the proper collection, transport, storage, and disposal of liquid and solid hazardous chemical wastes. This responsibility will include not less than the following in compliance with State and Federal Regulations.

1. On-site treatment and disposal methods.
2. Waste minimization.
3. On-site storage of hazardous waste.
4. Storage system design, fire protection, spill protection and ventilation.
5. Segregation guidelines and storage limits.
6. Labeling guidelines.
7. Selection of off-site transportation and disposal facilities.
8. Record keeping and reporting.

B. Special Wastes - Radiological Waste

This research facility will generate small volumes of relatively low energy level radioactive waste. A specific NRC license allows the use of the following nuclear material in any chemical and/or physical form:

Radioactive Material	Max Possession at any One Time
Hydrogen-3	100 millicuries
Carbon-14	500 millicuries
Iodine-131	10 millicuries
Phosphorus-32	10 millicuries
Sulfur-35	10 millicuries
Chromium-51	10 millicuries
Calcium-45	10 millicuries
Phosphorous -33	30 millicuries
Iodine-125	20 millicuries
Cesium-137	100 microcuries (sealed source)

Storage, transportation and disposal of hazardous chemical wastes:

Lessor will be responsible for the proper collection, transport, storage, and disposal of liquid and solid radiological wastes. This responsibility will include not less than the following in compliance with State and Federal Regulations.

1. On-site treatment and disposal methods.
2. Off-site management of waste to include dilution
3. On-site storage, secured against unauthorized removal.
4. Storage system design, and spill protection.
5. Segregation and storage limits.
6. Selection of off-site transporter and disposal facilities
7. Record keeping and reporting.

C. Special Wastes – Infectious

This facility will generate both liquid and solid waste which may be infectious. Past records indicate that an average of 2,000 lbs. per week are generated. Infectious wastes may include:

1. Isolation wastes (bedding)
2. Culture and stocks of etiological agents
3. Needles and sharps
4. Animal wastes from surgery and autopsy
5. Pathological specimens
6. Animal carcasses

Storage, transportation and disposal of hazardous chemical wastes:

Lessor will be responsible for the proper collection, transport, storage, and disposal of liquid and solid hazardous chemical wastes and animal carcasses. This responsibility will include not less than the following in compliance with State and Federal Regulations.

1. Treatment or on-site disposal of infectious wastes shall be done one of the following methods:
 - (a) Incineration
 - (b) Approved discharge into sewer system
 - (c) Autoclaving/sterilization
 - (d) Chemical disinfection

2. Off-site disposal will be collected, transported, and stored in compliance with State and Federal regulations. Pick-up and transport of wastes shall be performed in leak-proof containers, to a site approved by all regulatory bodies for handling and disposing of infectious waste.
3. Lessor shall maintain all valid permits and records relevant to disposal of infectious wastes.

The government reserves the right to provide its own special waste disposal service in the space to be leased or contract with another party to have the waste removed from the site and disposed of properly.

Exhibit A

ATTACHEMENT A
BUILDING IMPROVEMENTS
PROJECT 0LA2115
HRSA – BATON ROUGE, LA

It is recommended from observations that the following occur in this order related to future use or renovation of this facility to bring the building up to RLP/Lease standards.

Veterinarian Building:

1. The entire building should have a sprinkler system installed throughout the building to bring it up to code and protect this sensitive facility from fire which could expose the tenants and campus to deadly infectious diseases. The building has only a partial sprinkler system.
2. The men's and women's restrooms on all floors should have an automatic door and power-assisted door(s) installed in compliance with ANSI/BHMA A156.10 and 19. Slowly opening, low-powered, and automatic. The thresholds leading into the bathrooms should be brought flush to main hallway.
3. Provide information on the update fire alarm system.
4. Lighting should be systematically replaced with high efficiency fixtures replacing the current fixtures. Consideration should be given to direct/indirect lighting fixtures.
5. Interior finishes should be scheduled for upgrade and repair. The flooring should be replaced with durable carpet tiles and the paneling walls replaced with new or drywall and painted.
6. The HVAC system should be replaced with a new high efficient system and digital controls.
7. Plumbing should be replaced with a new high efficient system. The sinks and faucets in the restroom should be replaced with infrared controls.
8. There should be testing of the VCT tiles throughout the building – possibly asbestos. Asbestos found in mastic glue used to install VCT – some areas abated according to Mr. Deggins. There is possibly asbestos in the building's insulation and other building materials/components in building.
9. Inquiries of the abatement records and other improvements should be done for such items as the updated fire alarm system (Fire alarm brought up to code per Mr. Deggins and Tom) and a plan delineating the areas where the sprinkler systems were installed.
10. Check mechanical in main lab (Rm. 3520 - De-ionized water pipes suspended from ceiling.)
11. There are no HC (handicapped) sinks in lab room 3520. There is a concern with floor load in the lab – Rm. 3520. There is some large equipment in that room.
12. The BSL - #3435 appears to be in good condition on the 3rd floor but, may need further

LESSOR: _____ GOVERNMENT: _____

inspection.

Animal Annex Building:

1. This building is showing signs of deterioration from the parking lot to the structure itself such as the asphalt lot is cracking and fading and needs re-stripping, site needs to be checked for standing water because the lot is so flat, the side-walks are cracking and weeds are growing in the cracks.
2. The roof leak that needs to be repaired.
3. The building needs some maintenance and repair such as painting and general/routine maintenance.

LESSOR: _____ GOVERNMENT: _____

Attachment A Responses

Building Improvements

Project OLA2115

HRSA – Baton Rouge, LA

Veterinary School Building

1. The building, built in 1978, is partially sprinkled which was lawfully permitted by the Authority Having Jurisdiction (AHJ) and the Louisiana State Fire Marshal at the time of installation. Installing a sprinkler system throughout the entire building is cost prohibitive.
2. Updating the men's and women's restrooms to be in compliance with ANSI/BHMA A156.10 and 19 is cost prohibitive at this time. As a claim is filed, issues of facilitation are addressed on a case by case event and id addressed by the University's Disability Services unit.
3. The fire alarm system was updated in February 2008 was lawfully permitted and inspected by the Louisiana State Fire Marshal. These updates included new strobes, annunciators (horns), smoke detectors, and main fire system control panel in boiler room.
4. Light fixtures have been replaced with high efficiency fixtures.
5. Interior finishes are being remodeled as funds become available.
6. Our HVAC system consists of 29 air handlers. Recently, 7 of these were replaced with new high efficiency systems. The remaining air handlers will be replaced with new high efficiency systems on an as needed basis.
7. Due to cost constraints, plumbing is replaced only when necessary and on a scheduled preventative maintenance basis.
8. There is asbestos is in the mastic used to install the VCT tile. Asbestos abatement professionals are called anytime there appears to be an issue with the tile and if there is potential dislodgement.
9. The approved upgrade of our fire alarm system was completed in February 2008. This upgrade included new strobes, annunciators, smoke detectors, and fire system control panel.
10. De-ionized water pipes are above the ceiling. The supply water is shut off when the lab is not occupied to help prevent potential problems.
11. The consideration to install a handicapped sink will be addressed on a case by case basis. The floor load is 100 lb / sq ft, this should be adequate to handle large equipment as the load distribution has proven non-invasive on the structural integrity of the structural system.
12. The BSL is in good condition and does not need further inspection at this time.

Animal Annex Building

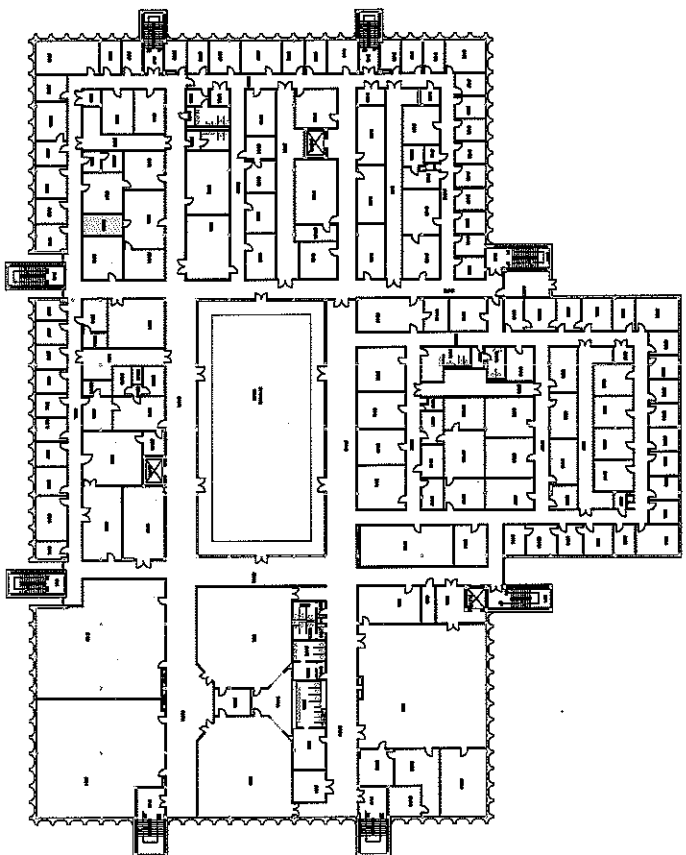
1. We will examine the parking lot and make any necessary improvements.

LESSOR: _____ GOVERNMENT: _____

2. We have asked campus roofers to look at the roof and determine whether it needs to be repaired or replaced. University maintains supplemental labor contracts to address periodic failures, patches and repairs as needed to protect the facility and its contents.
3. We will meet with Dr. Tom Gillis to determine any maintenance and repair needs.

LESSOR: _____ GOVERNMENT: _____

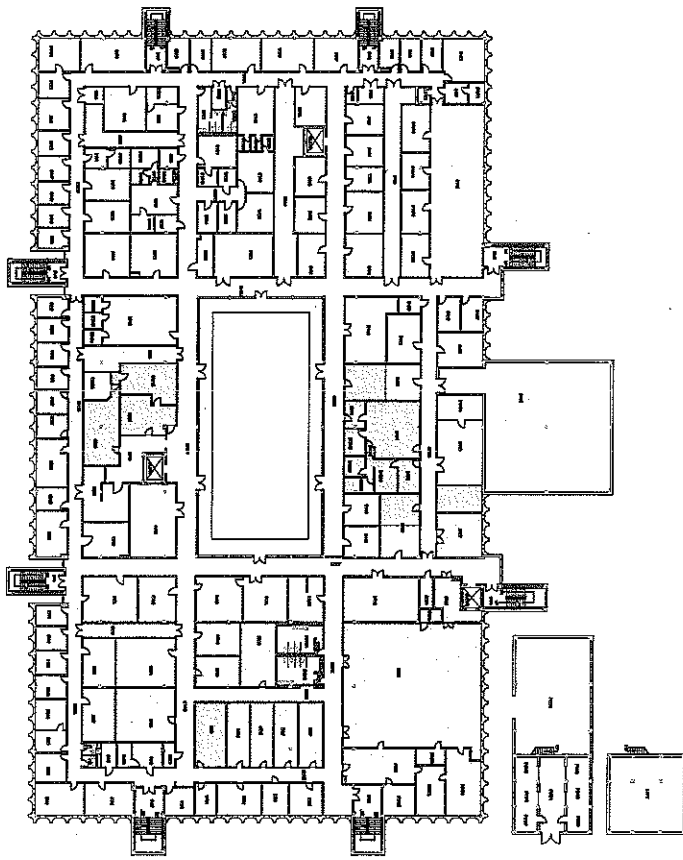
Exhibit B



Primary Use
Secondary Use

School of Veterinary Medicine
Map # - 191
January 30, 2012

LESSOR: _____ GOVERNMENT: _____



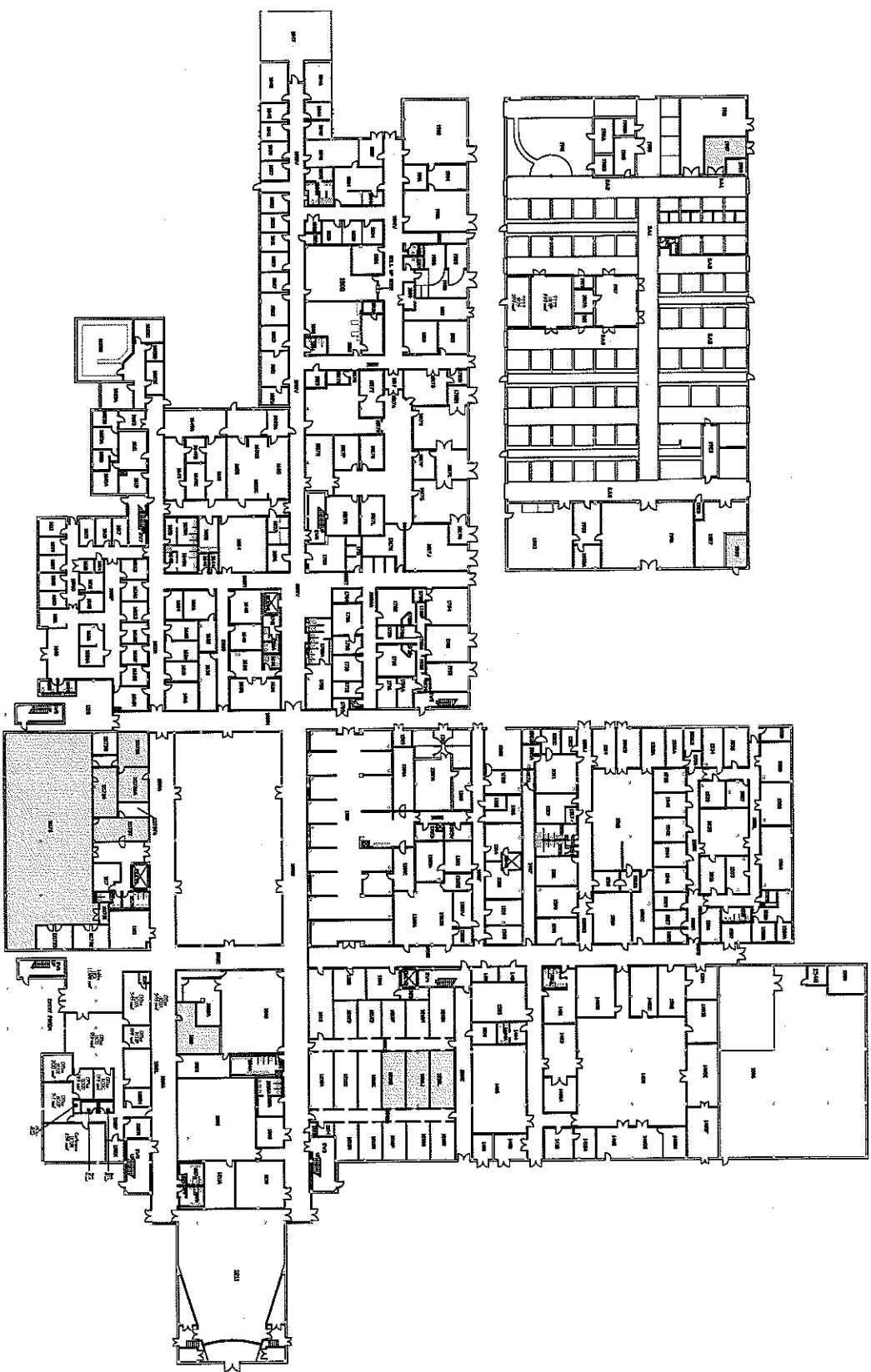
..... Primary Use
..... Secondary Use

School of Veterinary Medicine

Map # - 191

January 20, 2012

LESSOR : _____ GOVERNMENT : _____



Primary Use
 Secondary Use

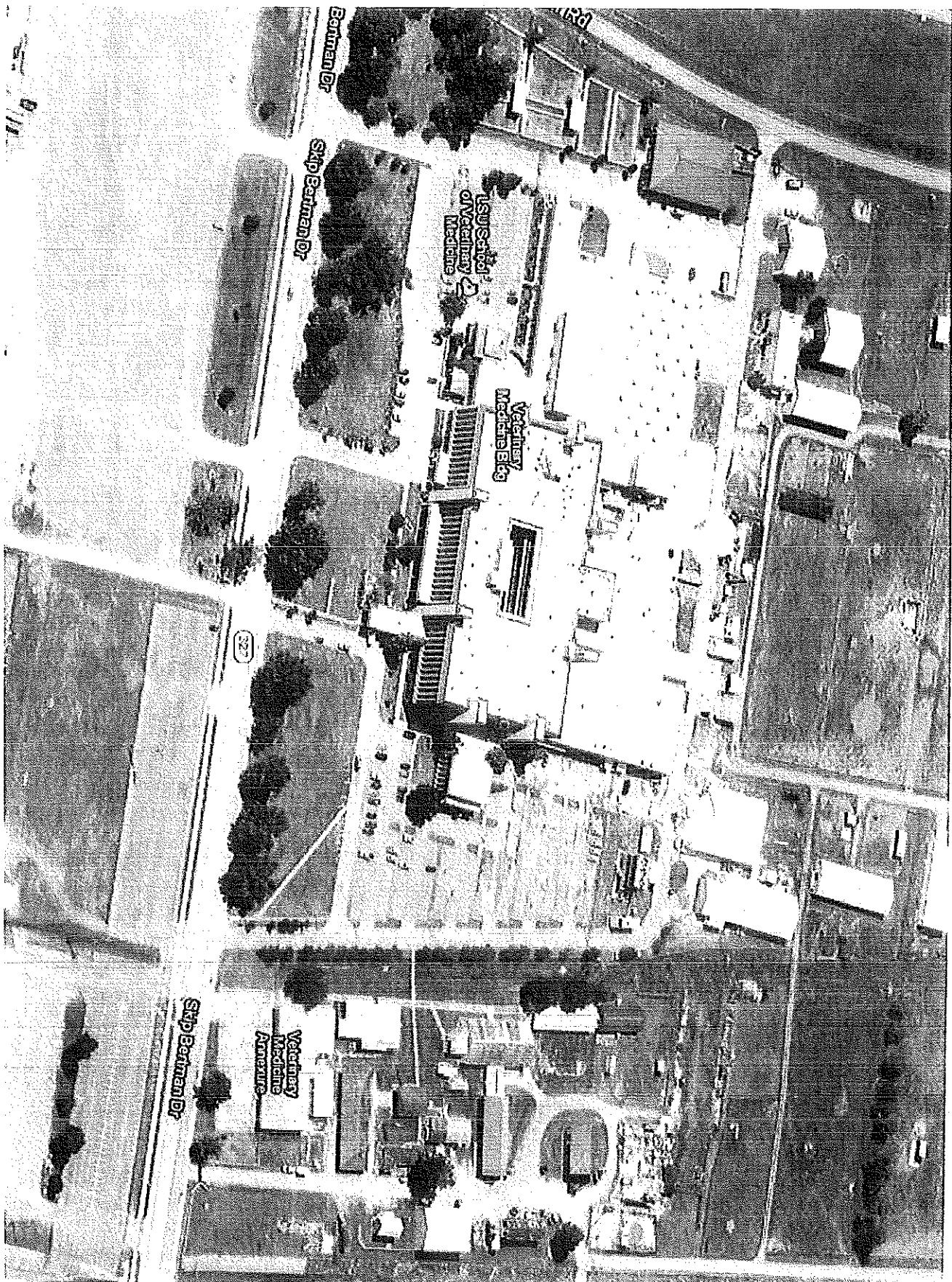
School of Veterinary Medicine
 Map # - 191
 January 30, 2012

LESSOR: _____ GOVERNMENT: _____

Exhibit C

EXHIBIT C

PARKING LOTS ARE HIGHLIGHTED IN YELLOW - MAJORITY OF PARKING SPACES ARE ON A FIRST COME FIRST SERVE BASIS



LESSOR: _____

GOVERNMENT: _____

Exhibit D

SUITE INFORMATION
LEASE GS-07B-17031

EXHIBIT D

BUILDING	RM. NO.	SQ FT.	%OCCUPY	TYPE SPACE
ANNEX BUILDING	102	78	100%	Lab-A
	103	198	100%	Lab-A
	104	78	100%	Lab-A
	105	290	100%	Lab-A
	106	63	100%	Lab-A
	107	63	100%	Storage
	108	120	100%	Lab-A
	109&a	160	100%	Lab-A
	110&a	131	100%	Lab-A
	112	168	100%	Lab-A
	112a	90	100%	Office
	112b	120	100%	Lab-A
	114	370	100%	Lab-A
	115	635	100%	Lab-A
	117	160	100%	Lab-A
	118	201	100%	Lab-A
	119	82	100%	Storage
	120	179	100%	Lab-A
	122	166	100%	Lab-A
	123	110	100%	Lab-A
	125a	108	100%	Lab-A
	125b	1,580	100%	Lab-A
	125c	420	100%	Lab-A
	127	171	100%	Storage
	E. Hall	240	100%	Lab-A
	W. Hall	280	100%	Lab-A
	131Cage Washer	384	100%	Lab-A
	133	184	100%	Storage
	101a	91	100%	Office
TOTAL ANNEX		6,920		

LESSOR: _____

GOV: _____

SVM BUILDING

	1301e	528	100%	Lab
	3207	138	100%	Office
	3209	138	100%	Office
	3506	623	100%	Lab
	3507	270	100%	Lab
	3509	448	100%	Office
	3510	138	100%	Office
	3512	285	100%	Lab
	3514	200	100%	LT. IND.
	3515EW	297	100%	Office
	3516	214	100%	Office
	3517EW	311	100%	Office
	3518	528	100%	Office
	3519EW	311	100%	Office
	3520	3,406	100%	Lab
	3520a	52	100%	Lab
	3520b	234	100%	Lab
	3520c	275	100%	Lab
	3520d	101	100%	Lab
	3526	230	100%	Lab

Total SVM Bldg.	8,727
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Total Assigned Annex & SVM	15,647
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Stadium Storage	Stadium	615	100%
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LESSOR: _____

GOV: _____

SHARED SPACE

%SHARED SPACE	RM. NO.	Total SQ. FT.	AGENCY SPACE	TYPE SPACE
14%	1212c	1,127	157.78	SP-CONF
14%	1201	209	29	Lt. Ind.
50.0%	3511	679	339.5	SP-CONF
50.0%	3435	135	67.5	Lab Level 3
100.0%	3435b	404	404	Lab Level 3
100.0%	3435c	35	35	Lab Level 3
50.0%	3425d	56	28	Lab Level 3
50.0%	2319b	186	93	SP-Lab
33.0%	3432s	260	85.8	SP-Lab
33.0%	3434	588	194.04	SP-Lab
33.0%	3434a	20	6.6	SP-Lab
33.0%	3434b	114	37.62	SP-Lab
33.0%	3436	146	48.18	SP-Lab
33.0%	3436a	118	38.94	SP-Lab
33.0%	3436b	146	48.18	SP-Lab
33.0%	3436c	89	29.37	SP-Lab
33.0%	3438a	238	78.54	SP-Lab
33.0%	3444	90	29.7	OFFICE
12.5%	1117c	380	47.5	SP-Lab
12.5%	1117f	4,712	589	SP-Lab
12.5%	1117n	325	40.625	OFFICE
12.5%	1119a	295	36.875	OFFICE
12.5%	1119a	274	34.25	OFFICE
17.19%	Freight Rcvg	62	10.66	LT. IND.
25.00%	3208	480	120	SP-Lab
10.00%	3214	342	34.2	SP-Lab
25.00%	3214a	621	155.25	SP-Lab
17.19%	Flammable Sg.	201	34.55	Storage

TOTAL Shared Space	12,332	2,854
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TOTAL OF ALL SPACES

STADIUM STORAGE	615
TOTAL COHABITED	2,854
TOTAL ASSIGNED	15,647

TOTAL SPACE	19,116
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LESSOR: _____

GOV: _____

	LAB	OFFICE	STORAGE	STADIUM
	14,993	2,973	535	615
	Annual	Annual	Annual	
	\$36.45	\$18.81	\$15.38	
	\$546,485.74	\$55,928.86	\$8,221.41	
OP	\$188,057.95	\$35,825.24	\$6,440.68	\$12.05
SHELL	\$358,427.79	\$20,103.62	\$1,780.73	\$3.33
	\$36.45	\$12.05	\$6.76	\$15.38
		\$18.81		

OP 19,116 \$230,323.87

\$12.05

\$235,300.00
(initial rate 19,529 rsf)

LESSOR: _____ GOVERNMENT: _____

Annual	TOTAL	SHELL
\$2.21	19,116	\$32.02
\$1,359.15	\$611,995.16	\$611,995.16 yrs 1-2
\$0.00	\$230,323.87	\$624,235.06 yrs 3-4
\$1,359.15	\$2.21 \$381,671.29	\$636,719.76 yrs 5-6
	\$2.21	\$649,454.16 yrs 7-8
		\$662,443.24 yrs 9-10
		\$432,119.37

7389.49
 \$0.00
 \$7,389.49

LESSOR: _____ GOVERNMENT: _____

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
DEFINITIONS	1	552.270-4	Definitions (Variation)
GENERAL	2	552.270-5	Subletting and Assignment
	3	552.270-11	Successors Bound
	4	552.270-23	Subordination, Nondisturbance and Attornment
	5	552.270-24	Statement of Lease
	6	552.270-25	Substitution of Tenant Agency
	7	552.270-26	No Waiver
	8	552.270-27	Integrated Agreement
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The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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term (including all option terms) in excess of this term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.

- (2) All administrative and other costs the Government incurs in procuring a replacement lease or leases.
- (3) Other, additional relief provided for in this lease, at law, or in equity.
- (b) Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date Lessor receives notice from the Contracting Officer specifying such damages.
- (c) Delivery by Lessor of less than the minimum ANSI/BOMA Office Area square footage required by this lease shall in no event be construed as substantial completion, except as the Contracting Officer permits.
- (d) The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if (1) the delay in substantially completing the work arises from excusable delays and (2) the Lessor within 10 days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant, the Contracting Officer shall extend the delivery date, to the extent of such delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

12. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

13. 552.270-21 EFFECT OF ACCEPTANCE AND OCCUPANCY (SEP 1999)

Neither the Government's acceptance of the premises for occupancy, nor the Government's occupancy thereof, shall be construed as a waiver of any requirement of or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right.

**14. 552.270-6 MAINTENANCE OF BUILDING AND PREMISES—RIGHT OF ENTRY (SEP 1999)
(VARIATION)**

Except in case of damage arising out of the willful act or negligence of a Government employee, Lessor shall maintain the premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.

15. 552.270-10 FAILURE IN PERFORMANCE (SEP 1999)

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the Lessor to provide any service, utility, maintenance, repair or replacement required under this lease the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all

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administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may deduct from any payment under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

16. 552.270-22 DEFAULT BY LESSOR DURING THE TERM (SEP 1999)

(a) Each of the following shall constitute a default by Lessor under this lease:

- (1) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided any such failure shall remain uncured for a period of thirty (30) days next following Lessor's receipt of notice thereof from the Contracting Officer or an authorized representative.
- (2) Repeated and unexcused failure by Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all such failures shall have been timely cured pursuant to this clause.

(b) If a default occurs, the Government may, by notice to Lessor, terminate this lease for default and if so terminated, the Government shall be entitled to the damages specified in the Default in Delivery-Time Extensions clause.

17. 552.270-7 FIRE AND CASUALTY DAMAGE (JUN 2008)

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within 15 calendar days after such determination. If so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

18. 552.270-8 COMPLIANCE WITH APPLICABLE LAW (SEP 1999)

Lessor shall comply with all Federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of the building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law.

19. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

20. 552.270-29 ACCEPTANCE OF SPACE (SEP 1999) (VARIATION)

- (a) When the Lessor has completed all alterations, improvements, and repairs necessary to meet the requirements of the lease, the Lessor shall notify the Contracting Officer. The Contracting Officer or designated representative shall promptly inspect the space.
- (b) The Government will accept the space and the lease term will begin after determining that the space is substantially complete and contains the required ANSI/BOMA Office Area square footage as indicated in the paragraph of this solicitation entitled "Amount and Type of Space."

21. 552.270-9 INSPECTION—RIGHT OF ENTRY (SEP 1999)

- (a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to:
 - (1) inspecting, sampling and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers;
 - (2) inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises;
 - (3) inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and
 - (4) inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.
- (b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

22. 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003) (VARIATION)

- (a) Definitions. As used in this clause—

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Offeror" means the owner of the property offered, not an individual or agent representing the owner.

"Registered in the CCR database" means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
 - (2) The Government has validated all mandatory data fields and has marked the record "Active."
- (b) (1) By submission of an offer, the Offeror acknowledges the requirement that a prospective awardee must be registered with D&B and in the CCR database prior to

award, during performance, and through final payment of any contract resulting from this solicitation.

- (2) The Offeror shall enter in the appropriate block, on the GSA Form 3518, entitled Representations and Certifications, the legal entity's name and address, followed by the DUNS or DUNS +4 number that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the Offeror is registered in the CCR database.
- (c) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An Offeror may obtain a DUNS number—
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
 - (2) The Offeror should be prepared to provide the following information:
 - (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and ZIP Code.
 - (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, the Contractor shall comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR) and provide the responsible Contracting Officer a fully revised and initialed/signed GSA Form 3518, entitled Representations and Certifications, along with written notification of its intention to (A) change the name in the CCR database; and (B) provide the Contracting Officer with sufficient documentation to verify and confirm the legally changed name or change in ownership.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of

assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information.

- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

23. 552.232-75 PROMPT PAYMENT (SEP 1999)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date.*

- (1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

- (i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
- (ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

- (2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

- (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
- (ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

- (1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

- (i) Name and address of the Contractor.
- (ii) Invoice date.
- (iii) Lease number.
- (iv) Government's order number or other authorization.
- (v) Description, price, and quantity of work or services delivered.
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).
- (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

- (2) The Government will inspect and determine the acceptability of the work performed or services delivered within 7 days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the 7 days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.
- (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the *Federal Register* semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
- (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.
- (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

24. 552.232-76 ELECTRONIC FUNDS TRANSFER PAYMENT (MAR 2000) (VARIATION)

- (a) The Government will make payments under this lease by electronic funds transfer (EFT). The Lessor must, no later than 30 days before the first payment:
 - (1) Designate a financial institution for receipt of EFT payments.
 - (2) Submit this designation to the Contracting Officer or other Government official, as directed.
- (b) The Lessor must provide the following information:
 - (1) The American Bankers Association 9-digit identifying number for Automated Clearing House (ACH) transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.
 - (2) Number of account to which funds are to be deposited.
 - (3) Type of depositor account ("C" for checking, "S" for savings).
 - (4) If the Lessor is a new enrollee to the EFT system, the Lessor must complete and submit Form SF 3881, ACH Vendor/Miscellaneous Payment Enrollment Form, before payment can be processed.
- (c) If the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment, the appropriate Government official must receive notice of such change and the required information specified above no later than 30 days before the date such change is to become effective.
- (d) The documents furnishing the information required in this clause must be dated and contain the:
 - (1) Signature, title, and telephone number of the Lessor or the Lessor's authorized representative.
 - (2) Lessor's name.
 - (3) Lease number.
- (e) Lessor's failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

25. 552.232-70 INVOICE REQUIREMENTS (SEP 1999) (VARIATION)

(This clause is applicable to payments other than rent.)

- (a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or order.
- (b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the order.

ACT Number (to be supplied on individual orders)
- (c) If information or documentation in addition to that required by the Prompt Payment clause of this contract is required in connection with an invoice for a particular order, the order will indicate what information or documentation must be submitted.

26. 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(Applicable to leases over \$2,500.)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

27. 552.270-20 PAYMENT (SEP 1999) (VARIATION)

- (a) When space is offered and accepted, the ANSI/BOMA Office Area square footage delivered will be confirmed by:

- (1) the Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or
- (2) a mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

- (b) Payment will not be made for space which is in excess of the amount of ANSI/BOMA Office Area square footage stated in the lease.

- (c) If it is determined that the amount of ANSI/BOMA Office Area square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of Usable space delivered and the annual rental will be adjusted as follows:

Usable square feet not delivered multiplied by the ANSI/BOMA Office Area square foot (USF) rate equals the reduction in annual rent. The rate per USF is determined by dividing the total annual rental by the Usable square footage set forth in the lease.

USF Not Delivered X Rate per USF = Reduction in Annual Rent.

28. 552.203-5 COVENANT AGAINST CONTINGENT FEES (FEB 1990)

(Applicable to leases over \$100,000.)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have

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the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

29. 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

(a) *Definitions.*

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from—

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price

charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

- (c)
- (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
 - (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
 - (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
 - (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
 - (5) The Contractor agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

30. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) *Definitions.* As used in this clause—

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an Offeror/Contractor that has no more than one employee including the Offeror/Contractor.

- (b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish an ongoing drug-free awareness program to inform such employees about—
 - (i) The dangers of drug abuse in the workplace;

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- (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

31. 552.203-70 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999)

(Applicable to leases over \$100,000.)

- (a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—
- (1) Reduce the monthly rental under this lease by 5 percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover 5 percent of the rental already paid;
 - (2) Reduce payments for alterations not included in monthly rental payments by 5 percent of the amount of the alterations agreement; or
 - (3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.
- (b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis therefor. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The

agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

32. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(Applicable when cost or pricing data are required for work or services over \$500,000.)

- (a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—
- (1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;
 - (2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or
 - (3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
- (b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which—
- (1) The actual subcontract or
 - (2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; *provided*, that the actual subcontract price was not itself affected by defective cost or pricing data.
- (c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
- (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
 - (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
 - (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
 - (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
- (2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—
- (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
 - (B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.
- (ii) An offset shall not be allowed if—
- (A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or
 - (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

- (d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid—
 - (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
 - (2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

33. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)

- (a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.
- (b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following detail—
 - (1) Material quantities and unit costs;
 - (2) Labor costs (identified with specific item or material to be placed or operation to be performed);
 - (3) Equipment costs;
 - (4) Worker's compensation and public liability insurance;
 - (5) Overhead;
 - (6) Profit; and
 - (7) Employment taxes under FICA and FUTA.
- (c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost—
 - (1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and
 - (2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).
- (d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

34. 552.270-14 CHANGES (SEP 1999) (VARIATION)

- (a) The Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:
 - (1) Specifications (including drawings and designs);
 - (2) Work or services;
 - (3) Facilities or space layout; or
 - (4) Amount of space, provided the Lessor consents to the change.

- (b) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Contracting Officer shall modify this lease to provide for one or more of the following:
 - (1) A modification of the delivery date;
 - (2) An equitable adjustment in the rental rate;
 - (3) A lump sum equitable adjustment; or
 - (4) An equitable adjustment of the annual operating costs per ANSI/BOMA Office Area square foot specified in this lease.
- (c) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Lessor from proceeding with the change as directed.
- (d) Absent such written change order, the Government shall not be liable to Lessor under this clause.

35. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

36. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 1999)

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.
- (c) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—
 - (1) The proposal for the contract, subcontract, or modification;
 - (2) The discussions conducted on the proposal(s), including those related to negotiating;
 - (3) Pricing of the contract, subcontract, or modification; or
 - (4) Performance of the contract, subcontract or modification.

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- (d) *Comptroller General.*
- (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.
 - (2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—
- (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
 - (2) The data reported.
- (f) *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—
- (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
 - (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- (g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—
- (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
 - (2) For which cost or pricing data are required; or
 - (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

37. 52.233-1 DISPUTES (JUL 2002)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

- (d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

38. 52.222-26 EQUAL OPPORTUNITY (APR 2002)

(Applicable to leases over \$10,000.)

- (a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as

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permitted by 41 CFR 60-1.5.

- (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to—
 - (i) Employment;
 - (ii) Upgrading;
 - (iii) Demotion;
 - (iv) Transfer;
 - (v) Recruitment or recruitment advertising;
 - (vi) Layoff or termination;
 - (vii) Rates of pay or other forms of compensation; and
 - (viii) Selection for training, including apprenticeship.
- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100, (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
- (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.
- (10) The Contractor shall include the terms and conditions of paragraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
- (11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as

a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

39. 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

(Applicable to leases over \$10,000,000.)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

40. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(Applicable to leases over \$10,000.)

- (a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

41. 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(Applicable to leases over \$25,000.)

- (a) *Definitions.* As used in this clause—

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee—

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and
- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the

performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means—

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability—
 - (i) Rated at 30 percent or more; or
 - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or
- (2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who—

- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred—
 - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
 - (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or
- (2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed—
 - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
 - (ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) *General.*

- (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as—
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rate of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the Contractor including social or recreational programs; and

- (ix) Any other term, condition, or privilege of employment.
 - (2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).
- (c) *Listing openings.*
- (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.
 - (2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
 - (3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.
- (d) *Applicability.* This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.
- (e) *Postings.*
- (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.
 - (2) The employment notices shall—
 - (i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and
 - (ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.
 - (3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).
 - (4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.
- (f) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

- (g) *Subcontracts.* The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

42. 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(Applicable to leases over \$10,000.)

(a) *General.*

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—
- (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) *Postings.*

- (1) The Contractor agrees to post employment notices stating—
- (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities and
 - (ii) the rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

43. 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(Applicable to leases over \$25,000.)

- (a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—
- (1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and
 - (2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and
 - (3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.
- (b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)."
- (c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date—
- (1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or
 - (2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that—
- (1) The information is voluntarily provided;
 - (2) The information will be kept confidential;
 - (3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and
 - (4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
- (f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

44. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)

(Applicable to leases over \$25,000.)

- (a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of

INITIALS: _____ & _____
LESSOR GOVERNMENT

the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government

- (c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
- (1) The name of the subcontractor.
 - (2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
 - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
 - (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

45. 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

(Applicable when the clause at FAR 52.215-10 is applicable.)

- (a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.
- (b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either—
- (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or
 - (2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data—Modifications.

46. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

- (a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.
- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) *Definitions.* As used in this contract—

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that—

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;
- (2) No material change in disadvantaged ownership and control has occurred since its certification;
- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

47. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005)

(Applicable to leases over \$500,000.)

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause—

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the Offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the Offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The Offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.

(d) The Offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of—

- (i) Total dollars planned to be subcontracted for an individual contract plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
- (ii) Total dollars planned to be subcontracted to small business concerns;
- (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
- (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
- (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
- (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
- (vii) Total dollars planned to be subcontracted to women-owned small business concerns.

- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—
 - (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—
 - (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the Offeror will—
 - (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;
 - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
 - (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the Offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
 - (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
 - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating—
 - (A) Whether small business concerns were solicited and, if not, why not;
 - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
 - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
 - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
 - (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
 - (F) Whether women-owned small business concerns were solicited and, if not, why not; and
 - (G) If applicable, the reason award was not made to a small business concern.
 - (iv) Records of any outreach efforts to contact—
 - (A) Trade associations;
 - (B) Business development organizations;
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
 - (D) Veterans service organizations.
 - (v) Records of internal guidance and encouragement provided to buyers through—
 - (A) Workshops, seminars, training, etc.; and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.
 - (vi) On a contract-by-contract basis, records to support award data submitted by the Offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

- (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
 - (4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.
 - (5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided—
- (1) The master plan has been approved;
 - (2) The Offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
 - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the Offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
- (h) Prior compliance of the Offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the Offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with—
- (1) The clause of this contract entitled "Utilization Of Small Business Concerns"; or
 - (2) An approved plan required by this clause, shall be a material breach of the contract.
- (j) The Contractor shall submit the following reports:
- (1) *Standard Form 294, Subcontracting Report for Individual Contracts.* This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.
 - (2) *Standard Form 295, Summary Subcontract Report.* This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

48. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)

(Applicable to leases over \$500,000.)

- (a) *Failure to make a good faith effort to comply with the subcontracting plan*, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

REPRESENTATIONS AND CERTIFICATIONS (Short Form) (Simplified Acquisition of Leasehold Interests in Real Property for Leases Up to \$100,000 Annual Rent)	Solicitation Number GS-07B-17031	Dated
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Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. SMALL BUSINESS REPRESENTATION (JAN 2007)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$19.0 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The Offeror represents as part of its offer that it [] is, [x] is not a small business concern.
- (2) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, for general statistical purposes, that it [] is, [x] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it [] is, [x] is not a women-owned small business concern.
- (4) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it [] is, [x] is not a veteran-owned small business concern.
- (5) [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The Offeror represents as part of its offer that it [] is, [x] is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, as part of its offer, that—
- (i) It [] is, [x] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
 - (ii) It [] is, [x] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

2. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable to leases over \$10,000.)

The Offeror represents that—

- (a) It has, has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It has, has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

3. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable to leases over \$10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that—

- (a) It has developed and has on file, has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

4. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(Applicable to leases over \$100,000.)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, —
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

INITIALS: _____ & _____
LESSOR GOVERNMENT

5. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- TIN: 72-6000848
- TIN has been applied for.
- TIN is not required because:
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the Federal government;

(e) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____

(f) Common Parent.

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- Name and TIN of common parent:

Name _____
TIN _____

6. 52.204-6 - Data Universal Numbering System (DUNS) Number (OCT 2003)

(a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

Done

- (b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An Offeror may obtain a DUNS number—
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The Offeror should be prepared to provide the following information:
- (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and zip code.
 - (iv) Company mailing address, city, state and zip code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address. (reporting relationship within your entity).

7. DUNS NUMBER (JUN 2004)

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS # 075050765

8. CENTRAL CONTRACTOR REGISTRATION (JAN 2007)

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the internet at <http://www.ccr.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

Registration Active and Copy Attached

Will Activate Registration and Submit Copy to the Government Prior to Award

OFFEROR OR AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) John V. Lombardi 107 West Lakeshore Drive Baton Rouge, LA 70808	TELEPHONE NUMBER (225) 578-2111
	Signature _____	Date _____

INITIALS: _____ & _____
LESSOR GOVERNMENT



**RECOMMENDATION TO APPROVE
REQUEST TO SELL A STRIP OF PROPERTY AT
BURDEN CENTER TO THE LOUISIANA DOTD
FOR THE PURPOSE OF WIDENING ESSEN LANE**

To: Members of the Board of Supervisors

Date: March 16, 2011

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

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

1. Summary of the Matter

The Louisiana Department of Transportation and Development (DOTD) is interested in widening Essen Lane for the purpose of adding a turn lane near Interstate 10 where Essen Lane adjoins the Burden Center (State Project No. H.002357 - Essen Lane Interchange Westbound). Widening Essen Lane requires that DOTD acquire a strip of LSU property at the Burden Center identified as Parcel No.1-2 containing 8,862.4 square feet. DOTD is offering full appraised value for this strip of property along with payment for the landscaping/trees and fencing within this strip of property. The LSU AgCenter requests that the Board of Supervisors approve this request.

2. Review of Business Plan

This lease will generate a one-time payment in the amount of \$73,460, which is based on \$5.80 per square foot. A portion of this payment will be used to replace the landscaping and fencing and the remainder will be utilized for other capital improvements in the AgCenter. In 2002, a strip of property was acquired by DOTD in this same location and \$4.17 per square foot was accepted at that time.

3. Fiscal Impact

Not applicable.

4. Description of Competitive Process

Competitive process is not required.

5. Review of Legal Documents

Property Sale Agreement with DOTD.

6. Parties of Interest

- LSU Board of Supervisors
- Louisiana Department of Transportation and Development

7. Related Transactions

None.

8. Conflicts of Interest

None.

ATTACHMENTS

- Letter from Chancellor Richardson
- Letter from Robert A. Hawthorne, Jr., The Burden Foundation
- Administrative Settlement Report
- State of Louisiana Letter of Just Compensation
- State Sale Agreement
- Appraisal of Captioned Property
- State of Louisiana DOTD right of Way Property Map of Proposed State Highway

RECOMMENDATION

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

“NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize John V. Lombardi, President, LSU System, to approve the request to sell a strip of LSU property at the Burden Center identified as Parcel No. 1-2 containing 8,862.40 square feet needed for the purpose of widening Essen Lane.

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



RECEIVED

FEB 14 2012

PROPERTY & FACILITIES

Office of Facilities Planning

208 J. Norman Efferson Hall
Baton Rouge, LA 70803
Phone: (225) 578-8731
Fax: (225) 578-7351

February 09, 2012

Dr. John V. Lombardi, President
LSU System
3810 West Lakeshore Drive
Baton Rouge, LA 70808

OFFICE OF THE
PRESIDENT

FEB 14 2012

RE: **Significant Board Matter**
Sale of Property – Essen Lane - DOTD
Burden Center
East Baton Rouge Parish
Baton Rouge, Louisiana

LSU SYSTEM

The Louisiana Department of Transportation and Development (DOTD) is interested in widening Essen Lane for the purpose of adding a turn lane near Interstate 10 where Essen Lane adjoins the Burden Center (State Project No. H.002357 – Essen Lane Interchange Westbound). Widening Essen Lane requires that DOTD acquire a strip of LSU property at the Burden Center identified as Parcel No.1-2 containing 8,862.4 square feet. DOTD is offering full appraised value for this strip of property along with payment for the landscaping/trees and fencing within this strip of property. The LSU AgCenter requests that the Board of Supervisors approve this request. The LSU AgCenter is further requesting the Board of Supervisors to authorize and empower you to sign the final agreement with DOTD.

As this project is in support of the AgCenter and its mission, we enclose herewith our request for approval and ask that it be placed on the agenda of the Board of Supervisors March 9th meeting.

I certify that, to the best of my knowledge, I have provided all necessary documentation and that the information contained therein is complete, accurate, and in compliance with Article VII, Section 8 of the Bylaws of the Board of Supervisors. I agree to cooperate in any issues related to this matter. Please let me know if any additional information is needed.

Sincerely,

William B. Richardson, Chancellor and
Chalkley Family Endowed Chair

WBR:reh

Attachments

xc: Dr. John Russin
Mr. Jim Howell
Mr. Roger Husser

For the latest
research-based information
on just about anything,
visit our Website:
www.lsuagcenter.com

THE BURDEN FOUNDATION
P.O. Box 3513
Baton Rouge, LA 70821

January 31, 2012

Department of Transportation and Development
State of Louisiana
685 N. Morrison Blvd.
Hammond, LA 70401

Attention: Erin Roussel

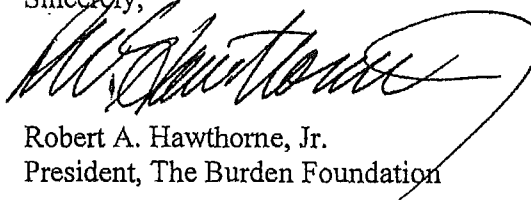
Re: State Project No. H.002357 – Essen Lane
Westbound La. Route 3064 & I-12 – EBR Parish
Parcel No. 1-1

Gentlemen: ** Additional parcel owned by Burden Foundation, not LSU.*

This is in response to your offer of \$2,758.00 based on \$1.50 per square foot. Apparently this amount was calculated from an appraisal involving a 75% downward adjustment based on restrictions affecting the property. Unlike the adjacent property which The Burden Foundation donated to LSU, the subject property which The Burden Foundation continues to own is not subject to restrictions. Therefore, we submit that the downward adjustment is not appropriate.

I would like to point out that the adjacent property owned by LSU and from which Parcel 1-2 of this same project is taken was donated to LSU by The Burden Foundation. That donation established certain use restrictions and other conditions in favor of The Burden Foundation. Article XIX of the Restated Master List of Conditions to Donations recorded as Original 94, Bundle 11479 in conveyance records of East Baton Rouge Parish permits the parties to amend the restrictions and conditions.

Sincerely,



Robert A. Hawthorne, Jr.
President, The Burden Foundation

RAHjr./tmk

ADMINISTRATIVE SETTLEMENT REPORT

STATE PROJECT NO: H.002357.3
FAP NO: N/A
HIGHWAY: ESSEN LANE INTERCHANGE
ROUTE: LA 3064 & I-10
PARISH: EAST BATON ROUGE

PARCEL NO(S): 1-2
OWNER: BOARD OF SUPERVISORS LSU
OCCUPANT: LSU AG. CENTER
NEGOTIATOR: AARON WOODS
AREA 8.180 AC. REQ 0.203 AC. REM 7.977 AC.

OWNER'S COUNTER OFFER: TOTAL AMOUNT: \$73,460.00 DATE: 1/20/2012

JUST COMPENSATION OFFER: \$39,783.00 AMOUNT OF INCREASE: \$33,677.00

REASONS: VALUATION OF SUBJECT PROPERTY ADJUSTED DOWNWARD IN THE APPRAISAL DUE TO RESTRICTED USE PREVISIONS BY DONOR. DONOR HAS AUTHORITY TO LIFT RESTRICTIONS ALLOWING THE SALE OF SUBJECT PROPERTY AT FULL MARKET VALUE.

ATTACHMENTS:

APPRAISAL REVIEW SHEET (REQ'D)
LETTER FROM OWNER (REQ'D)

OTHER DOCUMENTATION

REAL ESTATE MANAGER'S - JUSTIFICATION - RECOMMENDATIONS (USE ADDITIONAL PAGES IF NECESSARY)

Acceptance of this counter offer is recommended because the restrictive use provisions imposed on this property are not permanent and can be removed at the discretion of the donor. It should be noted that the donor, the Burden Foundation, and the donee, LSU Board of Supervisors, work closely together in managing the subject property.

IF UNDER \$10,000

APPROVED

NOT RECOMMENDED

IF ABOVE \$10,000

RECOMMENDED

NOT RECOMMENDED

[Signature]
REAL ESTATE MANAGER
[Signature] 2/2/2012
DATE

AFTER STUDY OF THE ABOVE COUNTER OFFER, DOCUMENTATION, COMMENTS, AND RELATED FACTORS, THE PROPOSAL IS:

- APPROVED AS BEING REASONABLE, PRUDENT AND IN THE PUBLIC INTEREST (ADDITIONAL JUSTIFICATION MUST BE ATTACHED).
- COUNTER (ADDITIONAL JUSTIFICATION MUST BE ATTACHED).
- DISAPPROVED.

[Signature]
REAL ESTATE ADMINISTRATOR

2-3-2012
DATE

CC: KEVIN SZATMARY
HARVEY BLANCHARD
HUBERT E. GRAVES



Office of Facilities Planning

208 J. Norman Efferson Hall
Baton Rouge, LA 70803
Phone: (225) 578-8731
Fax: (225) 578-7351

Facilities Planning
(225) 578-8731

January 20, 2012

Erin Roussel
Right of Way Regional Manager
Department of Transportation and Development
685 N. Morrison Blvd.
Hammond, LA 70401

RE: State Project. No. H.002357 - Essen Lane Interchange Westbound
Route LA 3064 & I-12 - EBR Parish - Parcel No. 1-2

Dear Mr. Roussel,

We are in receipt of your letter of just compensation for the above referenced parcel of property in the amount of \$39,783.00, which is based on \$2.00/SF. In 2002, with the last widening of Essen Lane in this same area (State Project No. 258-32-0017) we obtained \$92,812.00 which was based on full market value at the time.

The appraiser has reduced the value of the subject parcel due to the deed restrictions on this property, as it initially was in 2002. As indicated in the appraisal, the donor has the ability to lift these restrictions. Therefore, the property could be sold as commercial property and we expect to obtain full market value.

In review of the appraisal, the four comparables utilized average \$5.80 per square foot. Applying that rate to the parcel and including the landscaping and fencing, we request that the compensation be \$73,459.92. As we previously discussed, the LSU Board of Supervisors will have to approve the final agreement.

Let me know if I can provide any further information.

Sincerely,

Roger Husser, Jr., M.S., P.E.
Director
Facilities Planning

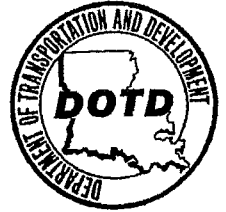
xc: Dr. William Richardson, Dr. John Russin

For the latest
research-based information
on just about anything,
visit our Website:
www.lsuagcenter.com



BOBBY JINDAL
GOVERNOR

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
685 N. Morrison Blvd.
Hammond, Louisiana 70401
www.dotd.louisiana.gov
(985) 375-0250



SHERRI H. LEBAS
SECRETARY

February 13, 2012

STATE PROJECT NO. H.002357
ESSEN LANE INTERCHANGE WESTBOUND
ROUTE LA 3064 & I-12
EAST BATON ROUGE PARISH

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College
104B System Building
3810 W. Lakeshore Drive
Baton Rouge, LA 70808

Subject: Parcel No. 1-2
Board of Supervisors of Louisiana State University and Agricultural and Mechanical
College

Dear Property Owner:

Your counter-offer request for an increase in just compensation has been approved. The new offer of \$73,460.00 replaces the initial offer and a new offer letter will not be issued.

Please find attached to this letter an amended sale agreement. As noted in the agreement, a board resolution will need to be attached after approval from the board.

Thank you,

Aaron Woods
Right of Way Agent 3



BOBBY JINDAL
GOVERNOR

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
685 N. Morrison Boulevard
Hammond, Louisiana 70401
www.dotd.la.gov
985-375-0250



SHERRI H. LEBAS, P.E.
SECRETARY

December 8, 2011

STATE PROJECT NO. H.002357
ESSEN LANE INTERCHANGE WESTBOUND
ROUTE LA 3064 & I-12
EAST BATON ROUGE PARISH

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College
104B System Building
3810 W. Lakeshore Drive
Baton Rouge, LA 70808

Subject: Parcel No. 1-2
Board of Supervisors of Louisiana State University and Agricultural and Mechanical College

Dear Property Owner:

State Project No. H.002357 has been programmed for construction and the property rights bearing Parcel No. 1-2 shown on the project right of way plans are required for construction of the project.

The plans for the project were approved by the Louisiana Department of Transportation and Development in accordance with public announcements. The property rights comprising Parcel No. 1-2 have been valued according to established procedures consistent with legal requirements, and the Just Compensation for the parcel has been determined to be \$39,783.00.

Just Compensation is based upon appraisals and other factual data of record used to determine total consideration and recommended offer. The appraisal approach used in this matter is the Market approach.

The Department of Transportation and Development of the State of Louisiana does hereby make a firm offer of \$39,783.00 for the purchase of all interest in Parcel No. 1-2, free and clear of all mortgages, judgments, liens or other encumbrances, including payment of pro-rata taxes, if applicable. It is the responsibility of the property owner to clear any mortgages, judgments, liens or other encumbrances. The summary of the offer is attached.

So that you may have the complete information regarding the Department's offer, the following information is being provided to you with respect to the Estimate of Just Compensation made on the subject property:

James P. Roy
DOTD Real Estate Review Appraiser
P.O. Box 94245
Baton Rouge, LA 70804-9245
Louisiana State Certified General Real Estate Appraiser No. G2792

George B. Wallace, IFAS, SR/WA
DOTD Real Estate Review Appraiser
P.O. Box 94245
Baton Rouge, LA 70804-9245
Louisiana State Certified General Real Estate Appraiser No. G0662

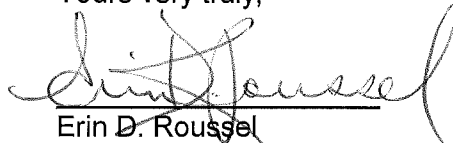
Driveways which you presently have and/or any mesh and barbed wire fencing will be replaced during construction only to the extent consistent with state law and the Department's policies. If applicable, the exact location of these items will be discussed with you by the Department's representatives who meet with you.

Our representatives who meet with you will freely discuss with you any questions you have concerning the project requirements. For any commitments and/or agreements to be considered as valid and binding upon the Department, such commitments and/or agreements must be set forth in writing.

Should the proposal not be acceptable, the Department will have no alternative other than to acquire the property rights through expropriation in accordance with applicable state law.

Discussion of expropriation procedures by the Department can be found in the brochure ***Acquisition of Right of Way and Relocation Assistance***, a copy of which is included with the presentation of the Department's proposal to acquire the ownership.

Yours very truly,



Erin D. Roussel
Right of Way Regional Manager – Region 3

SUMMARY OF JUST COMPENSATION

STATE PROJECT NO. H.002357

PARCEL NO. 1-2

VALUE OF PARCEL TAKEN	\$39,783.00
DAMAGES	\$ 0.00
TOTAL AMOUNT OF OFFER	\$39,783.00

LAND:

Parcel No.	Area	Interest Acquired
1-2	8,862.4 Sq Ft	Full ownership, less mineral rights

IMPROVEMENTS:

1. The following items are considered as real property and are included in the above value:	2. The following items are considered as personal property and are <u>not</u> included in the above value:	3. The following items of real property are located outside the required R/W and are <u>not</u> included in the above value:	4. The following items are owned by others and are <u>not</u> included in the above value:
Vinyl Rail Fencing Landscaping (Cypress, Pine and Bamboo Trees)	None	Miscellaneous Improvements	None

REMARKS:

NOTES:

The amount of the offer as shown above:

1. is based on the just compensation for the property,
2. is the approved value of the property, and
3. disregards any decrease or increase in the value of the property caused by the project for which the property is being acquired.

APPRAISAL REVIEW SHEET

PARCEL NO.: 1-2

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

STATE PROJECT NO.: 454-01-0050

FEDERAL AID NO.: N/A

HIGHWAY: ESSEN LANE INTERCHANGEWESTBOUND

PARISH: EAST BATON ROUGE

THIS IS A PARTIAL TAKING.

THE REMAINDER IS ECONOMIC.

APPRAISER: WALLACE ROY

LAND: \$13,294.00 \$17,725.00

IMPROVEMENTS: \$18,558.00 \$22,058.00

DAMAGES: -0- -0-

TOTAL PART REQUIRED: \$31,852.00 \$39,783.00

ADDITIONAL COMPENSATION: -0- -0-

TOTAL COMPENSATION AND

RECOMMENDED OFFER: \$31,852.00 \$39,783.00

DATE OF VALUATIONS: 11/17/11 11/29/11

THIS REVIEW IS FOR THE DEPARTMENT OF TRANSPORTATION FOR THE ACQUISITION OF THE ABOVE CAPTIONED PROPERTY WITH THE DETERMINATION OF THE MARKET VALUE OF THE PROPERTY AND IS FOR THEIR AUTHORIZED USE FOR ANY INDIVIDUAL WITHIN THE RIGHT OF WAY OR THE LEGAL SECTIONS AS WELL AS THE PROPERTY OWNERS INVOLVED IN THIS ACQUISITION. NO ONE PROVIDED SIGNIFICANT REAL OR PERSONAL PROPERTY APPRAISAL OR APPRAISAL REVIEW ASSISTANCE TO THE PERSON SIGNING THIS CERTIFICATE. DETERMINATION OF FAIR MARKET VALUE SET FORTH HEREIN IS TO BE USED IN CONNECTION WITH THE FEDERAL AID HIGHWAY PROJECT IDENTIFIED ABOVE, AND THAT THIS DETERMINATION HAS BEEN REACHED INDEPENDENTLY, BASED UPON APPRAISALS AND OTHER FACTUAL DATA OF RECORD WITHOUT COLLABORATION OR DIRECTION. I FURTHER CERTIFY ITEMS COMPENSABLE UNDER STATE LAW, BUT NOT ELIGIBLE FOR FEDERAL REIMBURSEMENT, ARE SPECIFICALLY SET FORTH. ALL COMPARABLE'S PHOTOGRAPHS ARE ON FILE WITH THE DEPARTMENT. THE REVIEW APPRAISER ADHERES TO THE USPAP STANDARDS AND EVOKES THE JURISDICTIONAL DEPARTURE FROM THOSE PROVISIONS, INSOFAR AS THE VALUATION OF THE PROPERTY IN QUESTION WITHOUT THE BENEFIT OF THE DEPARTMENT PROJECT IN THE FUTURE, PROVIDED FOR BY THE FHWA AND THE STATE OF LOUISIANA. THE REVIEWERS FILES ARE AVAILABLE FOR INSPECTION FOR ANY ITEM REQUIRED UNDER USPAP YET NOT INCLUDED HEREIN. THIS APPRAISAL REVIEW CONFORMS TO THE PRINCIPLES OF APPRAISAL PRACTICE AND CODE OF ETHICS OF THE AMERICAN SOCIETY OF APPRAISERS AND THE INTERNATIONAL RIGHT OF WAY ASSOCIATION THIS REVIEW APPRAISER IS CURRENT TO THE RECERTIFICATION PROGRAM OF BOTH. THE APPRAISALS OF WALLACE AND ROY A PART HEREIN AS THE BASIS OF THE OFFER PROPOSED, AND I FIND THAT THE REPORTS ARE COMPLETE, ACCURATE AND REASONABLE. THE SOURCE OF THE BELOW VALUATION IS FOUND IN THAT ITEMED AREA OF THE APPRAISAL REPORT. THE SCOPE OF WORK IS GUIDED BY DOTD'S APPRAISAL MANUAL.

I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF:

*THAT THE FACTS AND DATA REPORTED BY THE REVIEWER AND USED IN THIS PROCESS ARE TRUE AND CORRECT

*THAT THE ANALYSES, OPINIONS, AND CONCLUSIONS IN THIS REVIEW REPORT ARE LIMITED ONLY BY THE ASSUMPTIONS AND LIMITING CONDITIONS STATED IN THIS REVIEW REPORT AND ARE MY PERSONAL, IMPARTIAL, AND UNBIASED PROFESSIONAL ANALYSES, OPINIONS, AND CONCLUSIONS.

* THAT I HAVE NO PRESENT OR PROSPECTIVE INTEREST IN THE PROPERTY THAT IS THE SUBJECT OF THIS REPORT AND NO PERSONAL INTEREST WITH RESPECT TO THE PARTIES INVOLVED.

*I HAVE NO BIAS WITH RESPECT TO THE PROPERTY THAT IS THE SUBJECT OF THIS REPORT OR TO THE PARTIES INVOLVED WITH THIS ASSIGNMENT.

*MY ENGAGEMENT IN THIS ASSIGNMENT WAS NOT CONTINGENT UPON DEVELOPING OR REPORTING PREDETERMINED RESULTS.

*MY COMPENSATION, WHILE PROVIDED AS A SALARY BY THE DEPARTMENT, IS NOT CONTINGENT ON AN ACTION OR EVENT RESULTING FROM THE ANALYSES, OPINIONS, OR CONCLUSIONS IN THIS REVIEW OR FROM ITS USE.

*MY ANALYSES, OPINIONS, AND CONCLUSIONS WERE DEVELOPED AND THIS REVIEW REPORT WAS PREPARED IN CONFORMITY WITH THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE.

*I DID PERSONALLY VISIT THE SUBJECT PROPERTY OF THE WORK UNDER REVIEW.

*NO ONE PROVIDED SIGNIFICANT REAL OR PERSONAL PROPERTY APPRAISAL OR APPRAISAL REVIEW ASSISTANCE TO THE PERSON SIGNING THIS CERTIFICATION AND REVIEW REPORT.

THIS IS A TECHNICAL REVIEW.

THE APPRAISAL APPROACH USED IS THE; MARKET.

THE SUMMARY OF VALUATION CAN BE FOUND IN THE APPRAISAL OF ROY.

LAND:

8,862.4 S.F. @ \$2.00/ S.F. ®

VALUE

\$17,725.00

IMPROVEMENTS:

VINYL FENCING; \$ 9,558.00

LANDSCAPING; \$12,500.00

\$22,058.00

TOTAL IMPROVEMENT VALUE:

\$39,783.00

MARKET VALUE OF REQUIRED PROPERTY:

DAMAGES:

-0-

ADDITIONAL COMPENSATION:

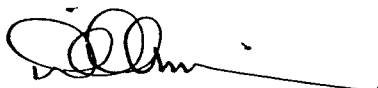
-0-

TOTAL COMPENSATION AND RECOMMENDED OFFER:

\$39,783.00

****COMMENTS****

THIS REVIEW IS BASED ON THE APPRAISAL OF ROY. NOT DEPRECIATING THE FENCEING IS A MATTER OF PROCEDURE.



12/1/2011

**DAVID L. POURCIAU, ASA, SR/WA
REAL ESTATE APPRAISAL MANAGER
LOUISIANA STATE CERTIFIED GENERAL
REAL ESTATE APPRAISER
CERTIFICATE NUMBER G0568**

STATE PROJECT NO. H.002357
STATE PROJECT NO. 454-01-0050
ESSEN LANE INTERCHANGE
WESTBOUND
ROUTE LA 3064 & I-12
EAST BATON ROUGE PARISH
PARCEL NO. 1-2

S A L E

STATE OF LOUISIANA:

PARISH OF EAST BATON ROUGE:

For the price and on the terms and conditions hereinafter set forth, THE BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (T.I.N. XX-XXX0848), an Institutional Board for Higher Learning, organized under the laws of the State of Louisiana, herein represented by _____, its _____, duly authorized to appear herein as per resolution dated _____, a copy of which is attached hereto and made a part hereof, whose permanent mailing address is 104B System Building, 3810 W. Lakeshore Drive, Baton Rouge, Louisiana, 70808, domiciled in the Parish of East Baton Rouge, State of Louisiana, being hereinafter sometimes referred to as the "Vendor", have bargained and sold and do hereby grant, bargain, sell, transfer, assign, set over, convey and deliver under all lawful warranties and with substitution and subrogation to all of my rights and actions of warranty, unto the Department of Transportation and Development of the State of Louisiana, herein represented by KEVIN SZATMARY, Real Estate Administrator of said Department of Transportation and Development, P.O. Box 94245, Baton Rouge, Louisiana 70804-9245, authorized herein by Policy and Procedure Memorandum No. 44, dated August 24, 1977, as amended, issued by the Secretary of the Louisiana Department of Transportation and Development, being hereinafter referred to as the "Department", who accepts this sale on behalf of the Department of Transportation and Development, the following described property, situated in the Parish of East Baton Rouge, Louisiana, to-wit:

DESCRIPTION

One (1) certain tract or parcel of land, together with all the improvements situated thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in Sections 40 & 41, Township 7 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, identified as PARCEL NO. 1-1 as shown on Sheet No. 1 of the property map for STATE PROJECT NO. H.002357, STATE PROJECT NO. 454-01-0050, ESSEN LANE INTERCHANGE WESTBOUND, ROUTE LA 3064 & I-12, EAST BATON ROUGE PARISH, LOUISIANA, prepared by Mark Duane Hughes, Jr., Professional Land Surveyor of Shread Kuyrkendal & Associates, Inc., dated September 15, 2011, said map being attached hereto and made a part hereof, which property is more particularly described as follows:

PARCEL NO. 1-2

From a point on the centerline of State Project No. H.002357, at Station 101+36.32, proceed N83°34'56"W a distance of 61.08 feet to the point of beginning; thence proceed N83°34'56"W a distance of 22.78 feet to a point and corner; thence proceed N21°24'35"E a distance of 285.37 feet to a point and corner; thence proceed N27°00'30"E a distance of 252.45 feet to a point and corner; thence proceed along a curve to the left having a radius of 11518.16 feet, whose length is 246.07 feet and whose chord length is 246.07 feet and bears S22°01'18"W to a point and corner; thence proceed S21°24'35"W a distance of 284.67 feet to the point of beginning. All of which comprises Parcel 1-2 as shown on Sheet 1 of the Right of Way Plans of State Project No. H.002357, and contains an area of 8862.4 square feet or 0.203 acres.

Being a portion of the Vendor's property conveyed in Acts of Donation dated December 19, 1994 and recorded December 19, 1994 in Original 545, Bundle 10562; dated May 12, 1988 and recorded May 13, 1988 in Original 286, Bundle 10000; dated April 13, 1987 and recorded April 14, 1987 in Original 978, Bundle 9914; dated August 11, 1986 and recorded August 12, 1986 in Original 223, Bundle 9856 of the Conveyance Records of East Baton Rouge Parish, Louisiana.

This sale and conveyance is made for and in consideration of the price and sum of SEVENTY-THREE THOUSAND FOUR HUNDRED SIXTY AND NO/100 (\$73,460.00) DOLLARS, which price the Department hereby binds and obligates itself to pay to Vendor upon the approval by the Department of Vendor's good and unencumbered title to the hereinabove described property.

Vendor acknowledges and agrees that the consideration provided herein constitutes full and final payment for the property hereby conveyed and for any and all diminution in the value of the Vendor's remaining property as a result of the transfer of this property for highway purposes.

The consideration recited herein represents full and final settlement of all claims of any kind to the full extent of the Vendor's loss, except relocation assistance claims where applicable, and specifically represents a compromise by all parties to avoid formal expropriation proceedings and the added expenses of litigation.

All ad valorem taxes assessed against the above-described property for the four (4) years immediately preceding the current year have been paid. Taxes for the current year will be prorated in accordance with the provisions of Act No. 123 of the Legislature of the State of Louisiana for the year 1954.

It is understood and agreed that Vendor reserves unto himself, his heirs and assigns, all oil and gas minerals beneath the area hereinabove described, it is specifically understood, however that while no exploration, drilling, nor mining of oil or gas minerals of any kind shall be conducted upon said area, there may be directional drilling from adjacent lands to extract the oil or gas minerals from said area.

The Vendor acknowledges by these presents that the property hereinabove described is being acquired for the purpose of constructing a controlled access facility and that all direct access to said facility from Vendor's remaining property and from said facility to Vendor's remaining property will be limited to such access as may be provided by frontage roads, if any are constructed, and this provision shall be and remain binding upon the said Vendor, his heirs, successors and assigns forever.

There is specifically included in this present sale and conveyance all of the improvements situated wholly or partially on the hereinabove described property, including but not necessarily restricted to Vendor's vinyl rail fencing, and landscaping which includes cypress, pine and bamboo trees, together with the appurtenances thereto.

IN TESTIMONY WHEREOF, the parties hereto have signed and executed and acknowledged this instrument as their free and voluntary acts, in triplicate originals in the presence of the undersigned competent witnesses, as of the _____ day of _____, 20____.

WITNESSES:

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

Print Name: _____

By: _____

Print Name: _____

Its: _____

DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT OF THE STATE
OF LOUISIANA

Print Name: _____

REAL ESTATE ADMINISTRATOR

Print Name: _____

AFFIDAVIT

STATE OF LOUISIANA:

PARISH OF EAST BATON ROUGE:

BEFORE ME, the undersigned authority, duly qualified in and for the aforesaid Parish and State, personally came and appeared

_____, representing , BOARD OF SUPERVISORS OF LA. STATE UNIVERSITY OF AGRICULTURAL & MECHANICAL COLLEGE, of the full age of majority and personally known to me, Notary, who, by me having been duly sworn, declared and acknowledged: That she signed the above and foregoing instrument on the date thereof for the objects and purposes therein expressed, and acknowledged the same as her voluntary act and deed.

IN FAITH THEREOF, Appearer executed this acknowledgment in the Parish of East Baton Rouge, State of Louisiana, on this ____ day of _____, 20 ____.

WITNESSES:

BOARD OF SUPERVISORS OF LA. STATE UNIVERSITY OF AGRICULTURAL & MECHANICAL COLLEGE

Signature

Print First, Middle, Maiden, Last Name

BY:

Signature

Print First, Middle, Maiden, Last Name

NOTARY PUBLIC

Print First, Middle, Maiden, Last Name

Notary Identification Number

STATE PROJECT NO.: 454-01-0050
F.A.P. NO.: N/A
NAME OF HIGHWAY: ESSEN LANE INTERCHANGE WEST BOUND
ROUTE NO.: LA 3064 & I-10
PARISH: EAST BATON ROUGE
PARCEL NO: 1-2
OWNER: BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE

A P P R A I S A L
O F
C A P T I O N E D P R O P E R T Y
FOR
S T A T E O F L O U I S I A N A
D E P A R T M E N T O F T R A N S P O R T A T I O N
A N D D E V E L O P M E N T
B A T O N R O U G E , L O U I S I A N A
BY
JAMES P. ROY
LOUISIANA CERTIFIED
GENERAL REAL ESTATE APPRAISER
CERTIFICATION NUMBER G2792

MR. KEVIN SZATMARY
REAL ESTATE ADMINISTRATOR
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
P.O. BOX 94245
BATON ROUGE, LA 70804-9245

DATE: DECEMBER 1, 2011

PARCEL NO.: 1-2
OWNER: BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE

Dear Mr. SZATMARY:

Pursuant to your request, the undersigned appraiser has made a personal and careful inspection of the property identified by above noted parcel number and ownership, and has thoroughly investigated and analyzed matters pertinent to the estimation of the market value of said property. The purpose of this appraisal is to estimate the just compensation for the subject property that is to be acquired, damages, if any, to the remainder and all other quantifiable economic considerations.

This appraisal report follows the guidelines of the Louisiana Department of Transportation and Development and of the Uniform Standards of Professional Appraisal Practice of the Appraisal Standards Board of the Appraisal Foundation and the guidelines of the Louisiana Real Estate Appraisers Board rules and regulations. Under the regulations of the Federal Highway Administration the Department evokes jurisdictional exception.

The appraisal report is not limited to the information found herein. The reader may consult with the Appraiser's project files and the project Comparable Binder to find more comprehensive definitions; broad area analyses; comparable factual data; and additional assumptions and limiting conditions. This appraiser considers such additional information a part of these analyses and is available upon request.

Definition of Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well-informed or well-advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The measure of compensation to the owner as of 11-29-2011, is estimated as follows:

MARKET VALUE OF PROPERTY REQUIRED:	\$39,783.00
DAMAGES:	\$ -0-
ADDITIONAL COMPENSATION:	\$ -0-
TOTAL:	\$39,783.00

Respectfully submitted,

James P. Roy

JAMES P. Roy
Louisiana Certified General
Real Estate Appraiser
Certification Number G2792

SUMMARY OF SALIENT FACTS & CONCLUSIONS

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

OWNERS ADDRESS: 104 Systems Building
Baton Rouge, LA 70803

LOCATION OF PROPERTY: I-10 and Essen Lane
Baton Rouge, LA

TYPE OF OWNERSHIP: Full Ownership, Less Mineral Rights

PURPOSE OF APPRAISAL: To estimate the market value of all
Parcels acquired, damages, if any to the
remainder and all quantifiable economic
considerations.

INTENDED USER OF THIS
REPORT: Louisiana Department of Transportation
And Development

FUNCTION OF APPRAISAL: As a basis for compensation for the
acquisition of right of way for the
proposed project.

TYPE OF APPRAISAL/TYPE OF REPORT: Complete Appraisal/
Summary Report

ESTIMATED VALUE OF ALL LAND REQUIRED: \$17,725.00

ESTIMATED VALUE OF IMPROVEMENTS REQUIRED: \$22,058.00

DIMINUTION IN VALUE OF REMAINING
REAL ESTATE: \$ -0-

ADDITIONAL COMPENSATION: \$ -0-

TOTAL: \$39,783.00

DATE OF VALUE ESTIMATE: 11-29-2011

DATE OF APPRAISAL REPORT: December 1, 2011

DATE OF RIGHT OF WAY MAP: 09-15-2011

DATE OF NOTIFICATION LETTER: 11-14-2011

SCOPE OF WORK

LAND:

Parcel No. 1-2
Area Required: 8,862.4 Square Feet
Interest Required: Full Ownership Less Mineral Rights

IMPROVEMENTS:

1. The following items are considered as real property and are included in the value estimate:

Vinyl Rail Fencing 465' ±
Landscape (trees)

2. The following items are considered as personal property and are not included in the value estimate:

None

3. The following items of real property are located outside the required right-of-way and are not included in the value estimate:

Minor Improvements

4. The following items are in the ownership of others and are located outside the required r/w and are not included in the above value:

None

REMAINDER PROPERTY

The subject remainder property will not suffer any diminution in value as a result of the required right of way or the construction of the project as proposed.

TITLE DATA

Refer to the Comparable Sales Binder for information concerning area, city and neighborhood data.

SITE DATA

SIZE OF THE WHOLE SITE: 8.180 Acres
 SIZE OF THE REQUIRED PARCEL: 0.203 Acres; 8,862.4 Square Feet
 SIZE OF THE REMAINDER SITE: 7.977 Acres

LOCATION: Westerly side of Essen Lane North
 of I-10 intersection.
 Baton Rouge, LA

DIMENSIONS: Various dimensions

SHAPE: Irregular

ACCESS: Good

GRADE: At grade to road

TOPOGRAPHY: Level to slightly undulating

DRAINAGE: Appears to be adequate

CLEARED: Mostly cleared

SERVITUDES/
 EASEMENTS/
 ENCUMBERANCES: Restricted Use of Property

FLOOD_ZONE: C, area of minimal flooding

ZONING: R, Residential (Restricted Use)

IMPROVEMENTS: Minor Fencing and Landscape

STREETS: Four (4) lane concrete paved road with
 grass median, sub-surface drainage

UTILITIES: All Public

HIGHEST AND BEST USE ANALYSIS

"Highest and Best Use" is defined as:

13

"That reasonable and probable use that supports the highest present value of vacant land or improved property, as defined, as of the date of the appraisal", or

"That reasonably probable and legal use of vacant land or improved property which is physically possible, appropriately supported, financially feasible, and that results in the highest value", or

"The most profitable use."

This use must be logical, likely, reasonably probable and proximate, and not merely possible.

Size, location, neighborhood character, and trend of development are pertinent to highest and best use of the site. The uses permitted by Zoning Ordinances and private restrictions are also controlling factors. With many properties, the highest and best use of the property is the one permitted by zoning. However, the Zoning Ordinance could permit a use which is more intense than would be reasonable for the site, or there could be a possibility that the zoning could be changed to a higher or lower density.

While normally the legal and physical adaptability of the site are apparent, the most profitable use is sometimes difficult to ascertain.

There are typically two aspects of the highest and best use estimation-one being for the site "as if vacant and available for development" and one being for the site "as currently improved."

Basically, there are four major tests relevant in estimating the highest and best use of a vacant or improved site.

These are:

- 1) The use must be physically possible-physical characteristics such as location, size, topography, and subsoil conditions, drainage, and access can limit utilization;
- 2) The use must be legally permissible-private restrictions (protective covenants), zoning regulations, building codes, and easements may restrict development of a site to a certain use;
- 3) The use must be economically feasible-there must be sufficient market demand for the proposed use;
- 4) The use must be profitable-the income attainable and the proposed use must be sufficient to justify its costs and yield a greater return than other potential uses.

This site contains approximately 8.180 acres. It is currently zoned

for residential use. In addition the site is encumbered with restrictions prohibiting its use. These restrictions place a burden on the property not allowing any development without approval from the donor. The property is currently used for gardening, plant and floral and growing. The highest and best use of the property would be limited to residential use which is its current zoning. The restrictions would further inhibit any development. In conclusion this site is considered a special use property.

APPROACHES TO VALUE

In the evaluation of land the market comparison approach is a process of researching public records for obtaining current sales of sites with characteristics similar to the subject site. The site is compared and related to the sales for indicated unit values (per acre, per square foot, per front foot, etc.).

SIX FACTORS ARE CONSIDERED IN THE COMPARISONS

1. Property Rights Conveyed
2. Financing Terms
3. Conditions of Sale (Motivation)
4. Market Conditions (Time)
5. Location
6. Physical Characteristics
(Frontage, Depth, Area, Topography,
Shape, Utility, etc.)

PROPERTY RIGHTS CONVEYED

All property rights were conveyed in the transactions.

FINANCING TERMS

All sales were for cash.

CONDITIONS OF SALE

The sales were all apparently arms length transactions.

MARKET CONDITIONS

Analyses of the sales indicate time is not a factor.

As described in the Highest and Best Use section of the report, the highest and best use of the appraised area is for residential use with heavy restrictions further hampering its development.

The most nearly comparable sales selected and related to the site are Comparables No. 1, 2, 3, 4,. Complete data for these sales are included in the Addenda of this report. Essential data is as follows:

<u>COMPARABLE</u>	<u>DATE</u>	<u>AREA</u>	<u>UNIT PRICE</u>
1	10-5-10	2.75 Acres	\$7.59/s.f.
2	7-7-11	0.77 Acres	\$6.85/s.f.
3	7-30-08	1.99 Acres	\$4.70/s.f.
4	4-15-11	4.68 Acres	\$4.07/s.f.
SUBJECT	11-29-11	8.18 Acres	

COMPARABLE ADJUSTMENTS

<u>COMPARABLE NO.</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
LOCATION	Similar	Similar	Similar	Similar
AREA	-20%	-30%	-20%	-10%
RESTRICTIONS	-50%	-50%	-50%	-50%
NET ADJUSTMENT	-70%	-80%	-70%	-60%
PRICE	\$7.59	\$6.85	\$4.70	\$4.07 → Avg. = \$5.80/sf
INDICATED UNIT VALUE OF SUBJECT PER SQUARE FOOT	\$2.28	\$1.37	\$1.41	\$1.62

$$\begin{aligned}
 & \$22,058.00 - \text{Landscaping and Fence} \\
 8862.4 \text{ SF} \times \$5.80/\text{SF} &= + \underline{\$51,401.92} \\
 & \underline{\$73,459.92}
 \end{aligned}$$

LAND VALUE CONCLUSION

As noted previously the property rights, financing terms, conditions of sale and market conditions would not require adjustments in comparing the subject site to the four comparable sales.

The subject site is located on West side of Essen Lane north of Interstate I-10 in Baton Rouge, LA. All of the comparables are located within the same area influences as the subject. An adjustment for the size difference is required. Smaller sites generally sell at a greater unit price than larger sites. For this reason minus adjustments for area were applied. All other characteristics of the comparable sales are similar with the exception of the restrictions for development imposed on the subject property. This difference required a minus adjustment to each of the sales. After comparing subject to the four sales the result is an indicated value range of \$1.41 to \$2.28 per square foot. Considering all factors affecting the use of the subject property the estimated unit value is:

\$2.00/s.f.

REQUIRED RIGHT OF WAY

The required right of way is illustrated on the right of way maps located in the Addenda of the report. The right of way has an area of 0.197 acres. There are no improvements located in the required right of way. The estimated value of the required right of way is:

LAND:

8,862.4 sf @ \$2.00/sf=	(R)	\$17,725.00
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IMPROVEMENTS:

Landscaping	\$12,500.00	
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Vinyl Fence (4 Rail 60")		
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531 l.f. @ \$18.00/l.f.	\$ <u>9,558.00</u>	\$22,058.00
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TOTAL:

		\$39,783.00
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ADDITIONAL COMPENSATION ANALYSIS

A D D E N D A

VACANT LAND SALE 1

COMPARABLE SALE NO. 1

DATE: 10/05/10

LOCATION: 6853 Perkins Road

RECORDATION DATA: COB/FOLIO 12274-276

VENDOR: John Mcdevitt

VENDEE: HRC Pty.

CONSIDERATION: \$910,000

SITE DATA/SIZE/SHAPE: 2.75 Acres

UNIT PRICE: \$7.59/Square Foot

ZONING: B-1

PRESENT USE: business

HIGHEST AND BEST USE: Present

IMPROVEMENTS: Residence-No contributory Value-Has been removed

VERIFICATION: MLS, Appraiser Files, Assessor Files, Louisiana Commercial Database
Contact-Charles Hustmyre-Remax First

CONDITION OF SALE: Conventional

INSPECTION DATE: 10/15/11

LEGAL DESCRIPTION: Lot 11 Block 1 Moss Side Place

REMARKS: None



VACANT LAND SALE 2

COMPARABLE SALE NO. 2

DATE: 07/07/11

LOCATION: 8723 Perkins Road

RECORDATION DATA: COB/FOLIO- 12343-837

VENDOR: Kim Buchner

VENDEE: Hung V. Nguyen

CONSIDERATION: \$230,000.00

SITE DATA/SIZE/SHAPE: .77 Acres

UNIT PRICE: \$6.85/ Square Foot

ZONING: Business-PUD Possible

PRESENT USE: Residential-Residence to remain at no value

HIGHEST AND BEST USE: Future Business or possible commercial-Future access to adjacent property.

IMPROVEMENTS: None-Residence NCV

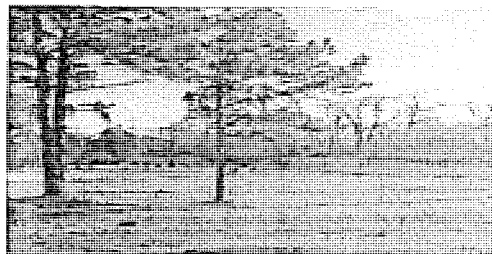
VERIFICATION: MLS, Appraiser Files, Assessor Files, Louisiana Commercial Database
Contact-David Vercher-KW Commercial

CONDITION OF SALE: Conventional

INSPECTION DATE: 11/15/11& others

LEGAL DESCRIPTION: 8723 Perkins Road, Homewood Subdivision, Fronting Perkins Road,
Baton Rouge, LA. Lot 29 & 30.

REMARKS: None.



VACANT LAND SALE 3

COMPARABLE SALE NO. 3

DATE: 07/30/08

LOCATION: 10150 Jefferson Highway, Baton Rouge, LA 70809

INDEX TO SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
1a	GENERAL PLAN
2-2d	TYPICAL SECTIONS AND MISC. DETAILS
*3-3d	SUMMARY SHEETS
4-10	ESSEN LANE PLAN-PROFILE
11-16	ESSEN LANE DRAINAGE PLAN-PROFILE
17-19	RAMP I PLAN-PROFILE
20	PAVED DITCH DETAILS
21	EXISTING AND DESIGN DRAINAGE MAP
22	SUMMARY OF DRAINAGE STRUCTURES
23-28	SURVEY & GEOMETRIC CONTROL LAYOUT
29-30	GEOMETRIC DETAILS
31-32	JOINT LAYOUTS & GRAPHICAL GRADES
33-38	SEQUENCE OF CONSTRUCTION AND MINIMUM CONSTRUCTION SIGNING
39-41	DETOUR PLANS
42-44	PAVEMENT MARKING AND SIGNING PLAN
45-50	MSE WALLS & DETAILS
51-52	SOUND BARRIER PLAN & DETAILS
53-61	SIGNALIZATION PLANS
62-66	LIGHTING PLANS
** 67-80	TRAFFIC SIGNS
** 81	SPECIAL SIGNING DETAIL
** XX-XX	RIGHT OF WAY MAPS
101-194	BRIDGE PLANS

** STANDARD PLANS	REV. DATE
201	BM-01 02-19-86
202	CB-01 11-02-00
203	CB-06 11-02-00
204	CB-07 11-02-00
205	CB-08 11-02-00
206-209	CP-01 06-26-01
210-211	EC-01 01-14-94
212-213	FN-02 02-10-78
214-216	HS-01 09-14-94
217-221	MC-01 09-26-94
222	PD-01 05-22-97
223-226	PM-01 01-21-98
227	R-CB-11 11-15-76

401-429 CROSS SECTIONS

TOTAL SHEETS WITHOUT CROSS SECTIONS:
TOTAL SHEETS WITH CROSS SECTIONS:

*SHEETS 3c-3d NOT IN THIS SUBMITTAL
** TO BE INSERTED BY DOTD

DESIGN SPEED: 60 M.P.H. (I-12)	TRAFFIC DATA:
30 M.P.H. (I-12 RAMP)	2000 A.D.T. = 8,400
45 M.P.H. (ESSEN)	2010 A.D.T. = 10,050
	D = 55%
DESIGN CLASS: F-2 (I-12)	K = 10%
UA-2 (ESSEN)	T = 6.9%

DATE	REQD. R/W STA.	104+70 - 106+50 L.T.	DATE	RECOMMENDED	DATE	APPROVED

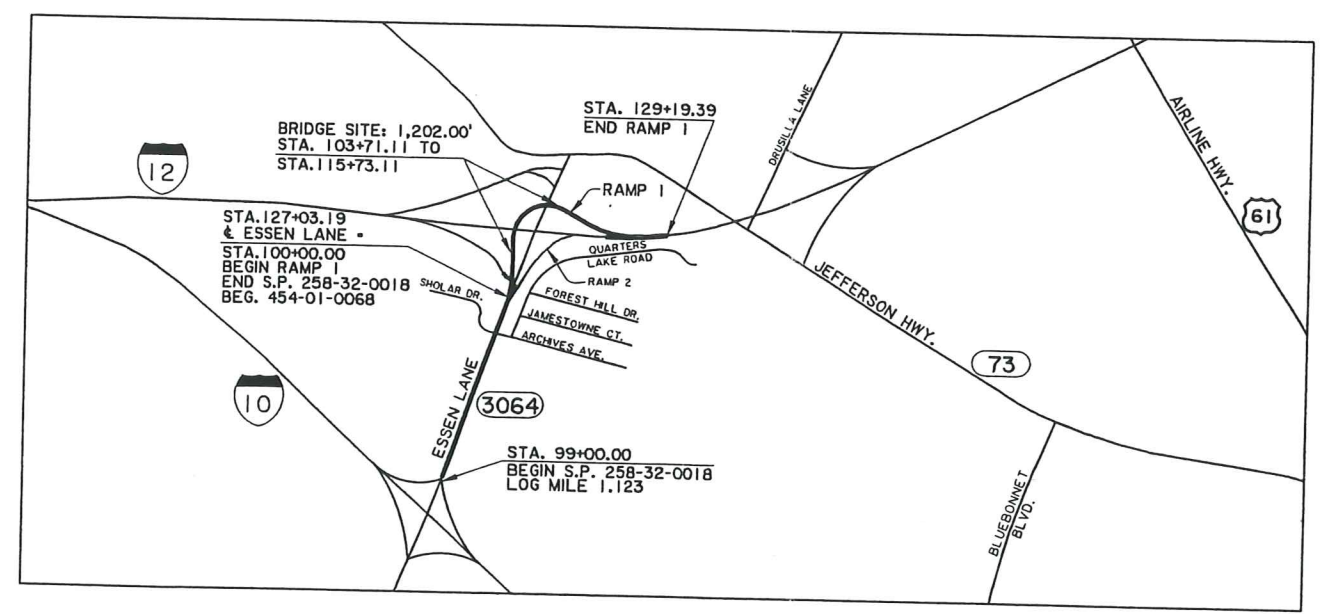
SCHEDULE OF REVISIONS

TYPE OF CONSTRUCTION :
NEW AND WIDENED P.C. CONCRETE PAVEMENT INCLUDING GRADING, BASE COURSE, DRAINAGE STRUCTURES,

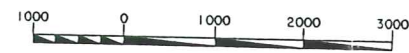
STATE OF LOUISIANA DEPARTMENT OF TRANSPORTATION & DEVELOPMENT PLANS OF PROPOSED STATE HIGHWAY

FEDERAL AID PROJECT NOS. 1700(537) & 0047(802)
STATE PROJECT NOS. 454-01-0068 & 258-32-0018

ESSEN LANE INTERCHANGE WESTBOUND EAST BATON ROUGE PARISH ROUTE I-12 / LA 3064

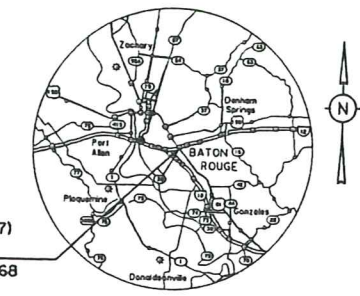


LAYOUT MAP
SCALE: 1 INCH = 1000 FEET



DATUM USED :
MAG. VAR. :
BEARINGS ARE
TRANSIT BOOKS :
LEVEL BOOKS :

NOTE:
THE 2000 EDITION OF THE LOUISIANA DOTD STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, AS AMENDED BY THE PROJECT



VICINITY MAP

F.A.P. NOS. 1700(537)
& 0047(802)
S.P. NOS. 454-01-0068
& 258-32-0018

**REVISED
RIGHT-OF-WAY**

GEC, INC.
CARY A. BOURGEOIS, P.E.

APPROVED
D.O.T.D. CHIEF ENGINEER
DATE

APPROVED
FEDERAL HIGHWAY ADMINISTRATION
DATE

LENGTH OF PROJECT

S.P. NOS.	ROADWAY NAME	DESCRIPTION	ALGEBRAIC SUM OF ALL EQUATIONS	GROSS LENGTH	EXCEPTION	BRIDGE LENGTH		ROADWAY LENGTH	
						FEET	MILES	FEET	MILES
258-32-0018	ESSEN LANE	99+00.00 - 127+03.19		2,803.19				2,803.19	0.531
		TOTAL LENGTH OF ROADWAY						2,803.19	0.531
454-01-0068	ESSEN LANE	127+03.19 - 130+63.80		360.61				360.61	0.068
	RAMP I	100+00.00 - 129+19.39		2,919.39		1,202.00	0.228	1,717.39	0.325
		TOTAL LENGTH OF ROADWAY						2,078.00	0.393
		TOTAL LENGTH OF BRIDGES				1,202.00	0.228		
		TOTAL LENGTH OF ROADWAY						4,881.19	0.924
		TOTAL MILES							1.152

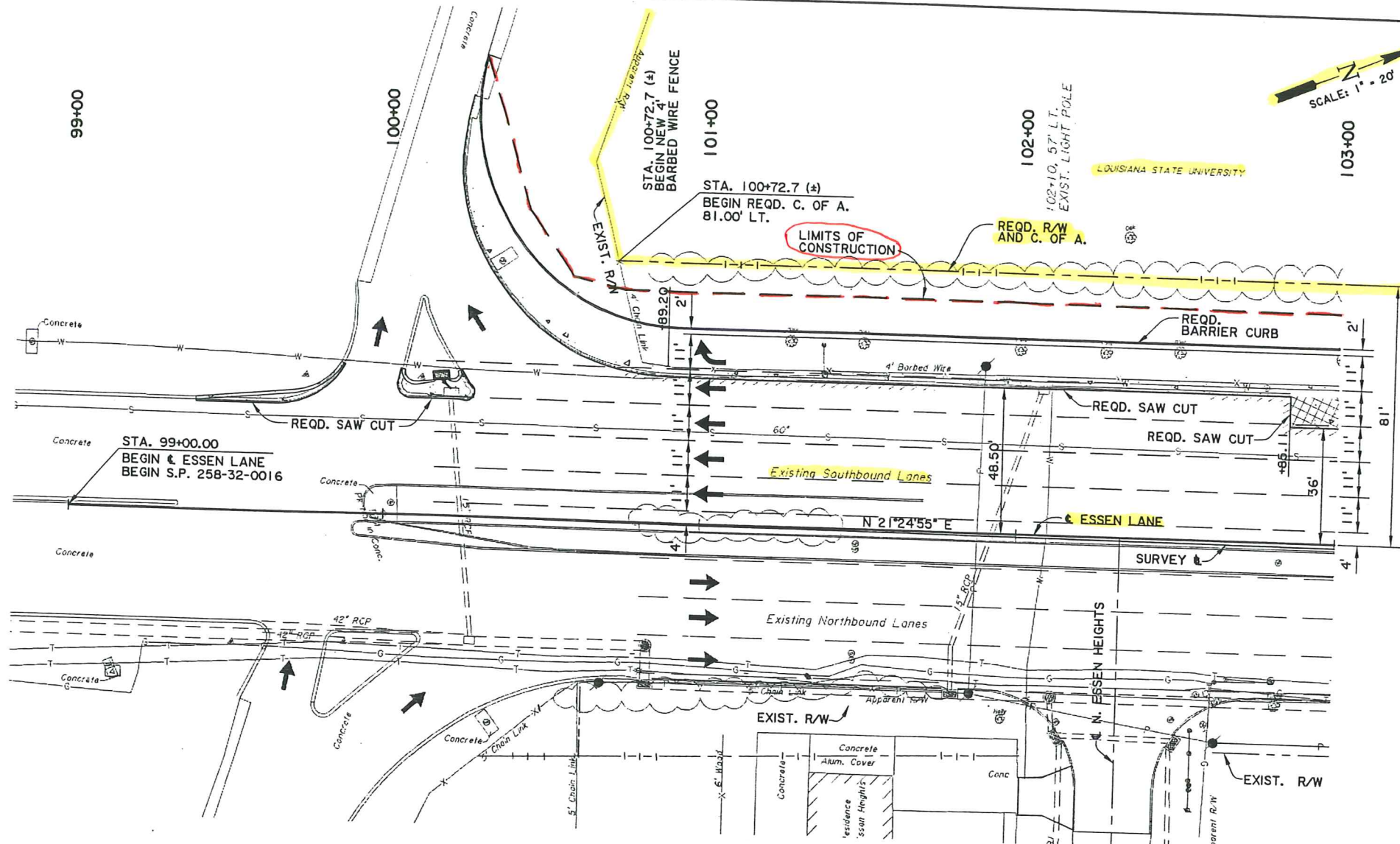
SHEET NUMBER	1
PARRISH	EAST BATON ROUGE
FEDERAL PROJECT	1700(537) & 0047(802)
STATE PROJECT	258-32-0018 & 454-01-0068
REVISION	
R.A.T. CHECKED	
S.A.M. CHECKED	
M.B.K. CHECKED	
R.A.T. CHECKED	
DATE	APRIL 2004
SHEET	TITLE.DWG
BY	
DATE	
NO.	
LOUISIANA DOTD DEPARTMENT OF TRANSPORTATION & DEVELOPMENT	
TITLE SHEET	

U:\50800\142\DWG\Contract2\TITLE.dwg, 6/15/2011 2:49:39 PM

\\800\50800142\Drawg\Contract2\BLOCKS\PP-04.dwg, 6/15/2011 2:47:38 PM

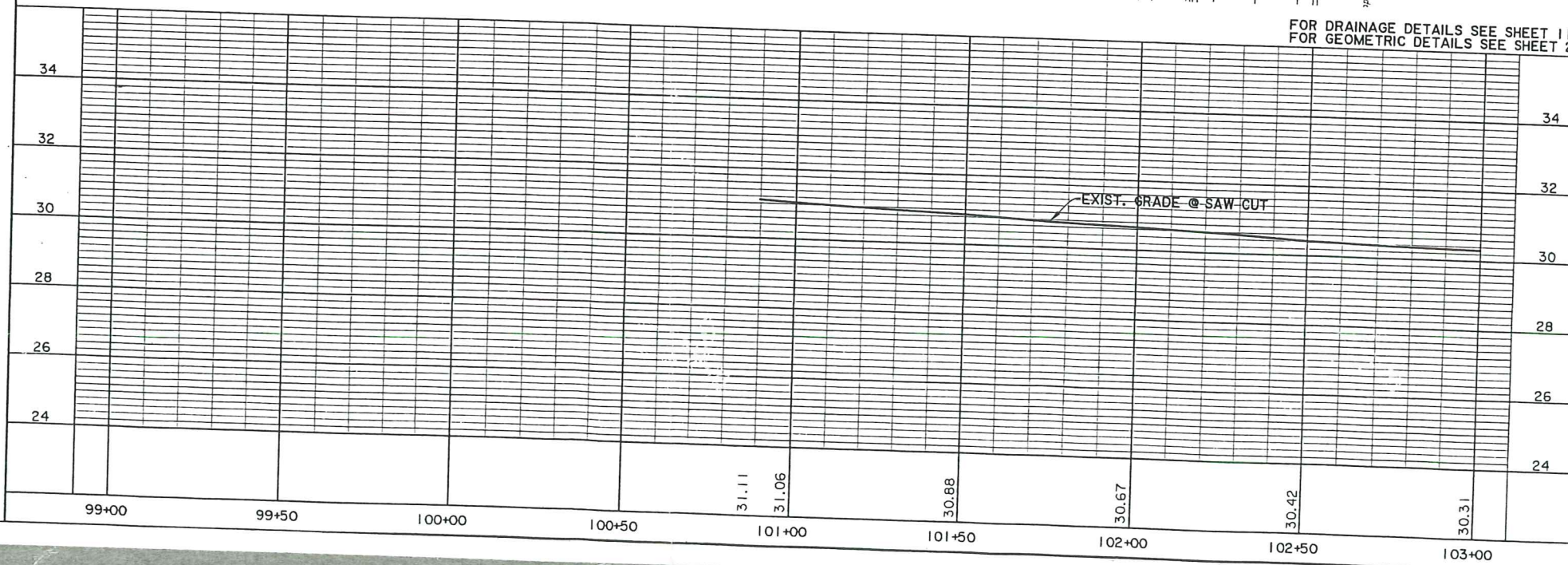
LEGEND - EXISTING TOPOGRAPHY

- | | | | |
|-------------------------|--|-----------------------------|--|
| CONTROL POINT | | GAS RISER | |
| PAVEMENT EDGE | | GAS TEST BOX | |
| SHOULDER EDGE | | GAS VALVE | |
| SLOPE TOE | | GAS VENT | |
| GUARDRAIL TOP | | SEWER LINE | |
| HIGH BANK | | SEWER MANHOLE TOP | |
| BOX CULVERT | | SEWER BLOWOUT VALVE | |
| PIPE CULVERT | | SEWER CLEANOUT | |
| CATCH BASIN TOP (ROUND) | | TRAFFIC CONTROLLER BOX | |
| DROP INLET TOP (ROUND) | | TRAFFIC COUNTER | |
| DRAINAGE MANHOLE TOP | | TRAFFIC SIGNAL | |
| DITCH CENTERLINE | | TRAFFIC SIGNAL SUPPORT POLE | |
| TREE | | LIGHT POLE | |
| WOODS EDGE | | LIGHT PEDESTAL | |
| TREE CLUSTER | | LIGHT POWER VAULT | |
| BUSH | | TRAFFIC SIGN | |
| TREE LINE | | TELEPHONE POLE | |
| FENCE LINE | | TELEPHONE LINE | |
| GATE | | TELEPHONE BOOTH | |
| PROPERTY CORNER | | TELE CROSS CONNECT BOX | |
| RIGHT OF WAY MONUMENT | | TELEPHONE PEDESTAL | |
| FENCE CORNER | | TELEPHONE PRESSURE BOX | |
| TELEVISION CABLE | | WATER LINE | |
| TELEVISION PEDESTAL | | WATER CLEANOUT | |
| POWER POLE | | WATER METER | |
| DEADMAN | | WATER VALVE | |
| POWER LINE | | WATER VALVE VAULT | |
| POWER JUNCTION BOX | | FIRE HYDRANT | |
| POWER VAULT | | BILLBOARD | |
| TRANSFORMER | | POST | |
| COMBINATION POLE | | SIGN POST | |
| POWER DROP | | STORAGE TANK (ROUND) | |
| GAS LINE | | MAILBOX | |
| GAS METER | | ORNAMENTAL LIGHT | |
| GAS SERVICE (NO METER) | | FLAG POLE | |
| GAS REGULATOR | | | |



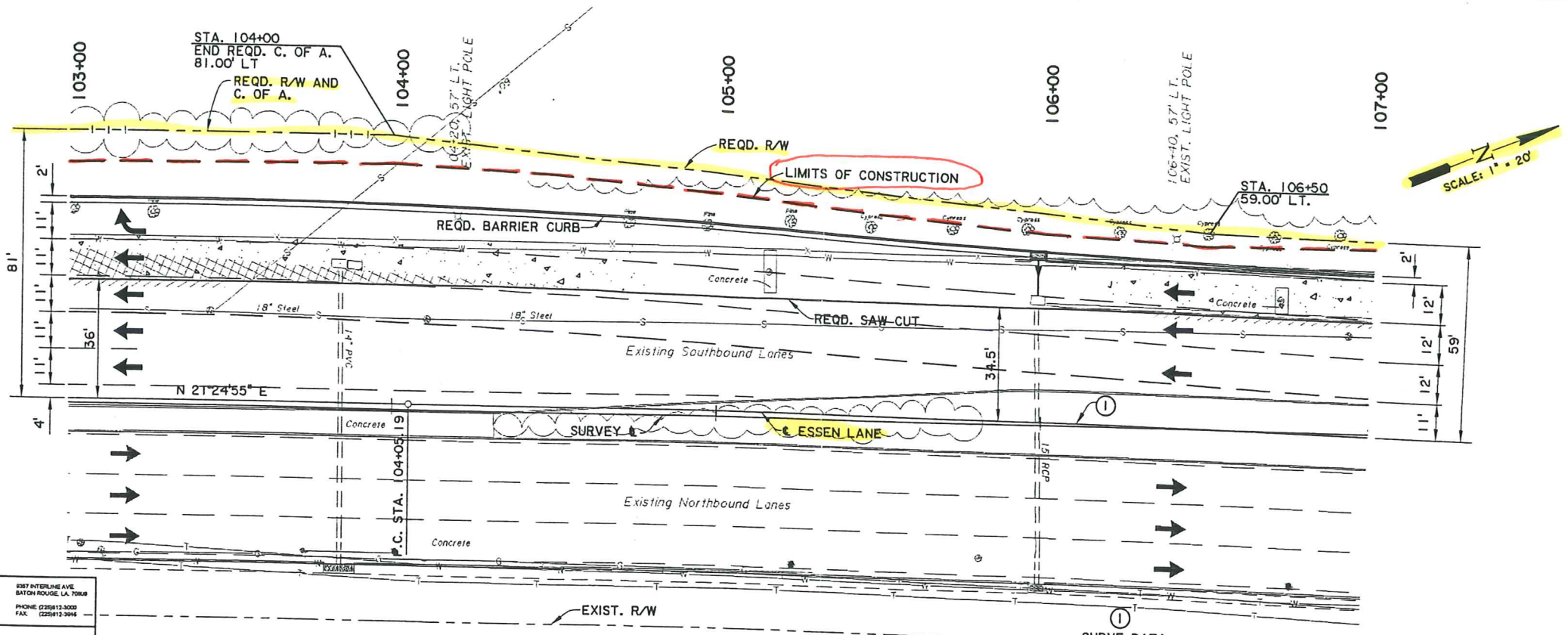
NOTES:

- TREES LOCATED SIX (6) FEET OR FURTHER BEHIND THE BACK OF CURB SHALL REMAIN AND BE PROTECTED FROM DAMAGE DURING CONSTRUCTION ACTIVITIES.
- ALL REQUIRED PAVEMENT SAW CUTTING SHALL BE AT NO DIRECT PAY.
- ALL EXISTING DRAINAGE STRUCTURES WITHIN THE LIMITS OF SIDE STREET IMPROVEMENTS SHALL BE REMOVED UNLESS OTHERWISE INDICATED.
- REMOVE AND REPLACE DRIVES TO THE NEAREST JOINT OR SAW CUT AT THE PROPERTY LINE IF THE DISTANCE FROM THE PROPERTY LINE TO THE NEAREST JOINT BEYOND THE PROPERTY LINE IS 10 FEET OR GREATER.
- MANY OF THE TOPOGRAPHIC FEATURES SHOWN ON THE NORTHBOUND SIDE OF ESSEN LANE (ESP. UTILITIES) HAVE BEEN RELOCATED PRIOR TO THIS PROJECT IN THE "ESSEN LANE INTERCHANGE EASTBOUND" PROJECT.
- ALL SCALES SHOWN ARE FOR FULL SIZE PLOTTED DRAWINGS.



SHEET NUMBER		4
PARISH		EAST BATON ROUGE
SOCIAL PROJECT		17001(537) & 0047(802)
STATE PROJECT		258-32-0018
DESIGNED	R.A.T.	
CHECKED	S.A.M.	
DATE	APRIL 2004	
BY	PP-04/DWG	
PLAN - PROFILE		
ESSEN LANE		

\\800150800142\Drawg\Contract2\BLOCKS\pp-05.dwg, 6/15/2011 2:46:39 PM



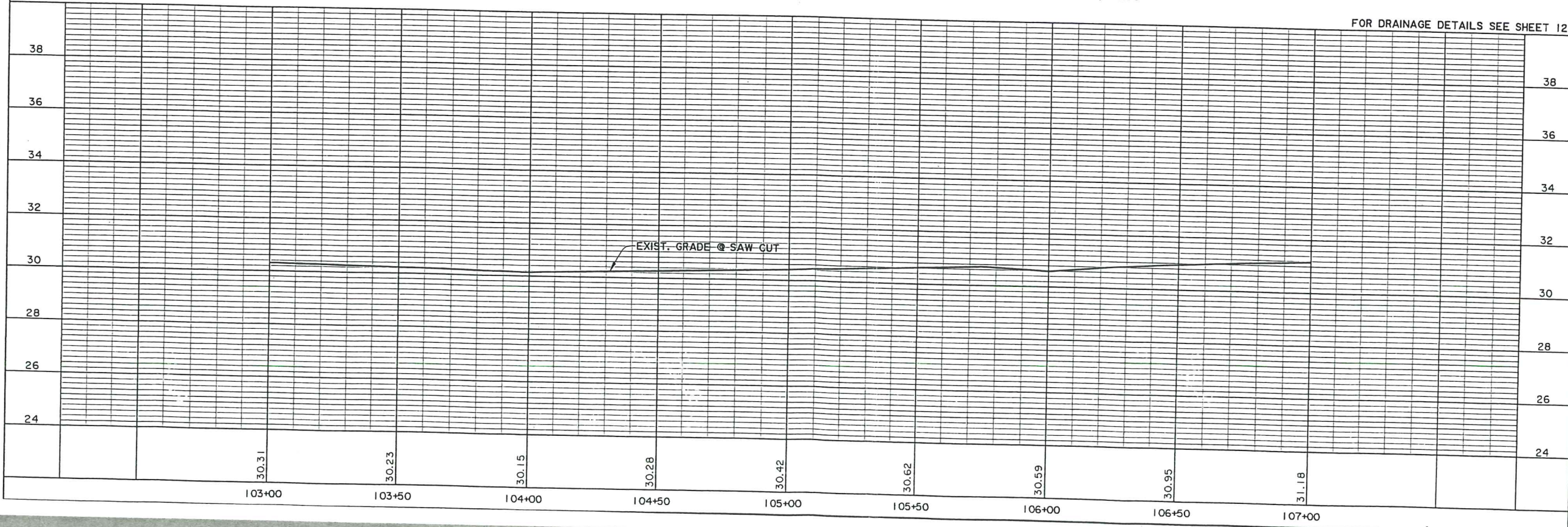
PRELIMINARY
 NOT TO BE USED FOR
 CONSTRUCTION
 BIDDING,
 RECORDATION,
 CONVEYANCE, SALES,
 OR AS THE BASIS FOR
 ISSUANCE OF A
 PERMIT



GEC
 237 INTERLINE AVE.
 BATON ROUGE, LA 70809
 PHONE (225) 412-3000
 FAX (225) 412-3044

DESIGNER: STEVEN A. METZGER, P.E.
 LICENSE No. 19243

THESE DRAWINGS DO NOT INCLUDE
 NECESSARY COMPONENTS FOR
 CONSTRUCTION SAFETY

CURVE DATA
 P.I. STA. 106+01.01
 $\Delta = 1^{\circ}57'29.0''$ RT.
 $D = 00^{\circ}30'00''$
 $T = 195.82'$
 $L = 391.61'$
 $R = 11,459.16'$



SHEET NUMBER	5
PROJECT	EAST BATON ROUGE
PARISH	1700(637) & 0047(802)
STATE PROJECT	258-32-0018
DATE	APRIL 2004
BY	
NO.	
DATE	
 PLAN - PROFILE ESSEN LANE	
	

STATE OF LOUISIANA
 DEPARTMENT OF TRANSPORTATION & DEVELOPMENT

RIGHT OF WAY PROPERTY MAP OF PROPOSED
 STATE HIGHWAY

STATE PROJECT NO. 454-01-0050 (H.002357)

ESSEN LANE INTERCHANGE WESTBOUND

EAST BATON ROUGE PARISH
 La. 3064 & I-12

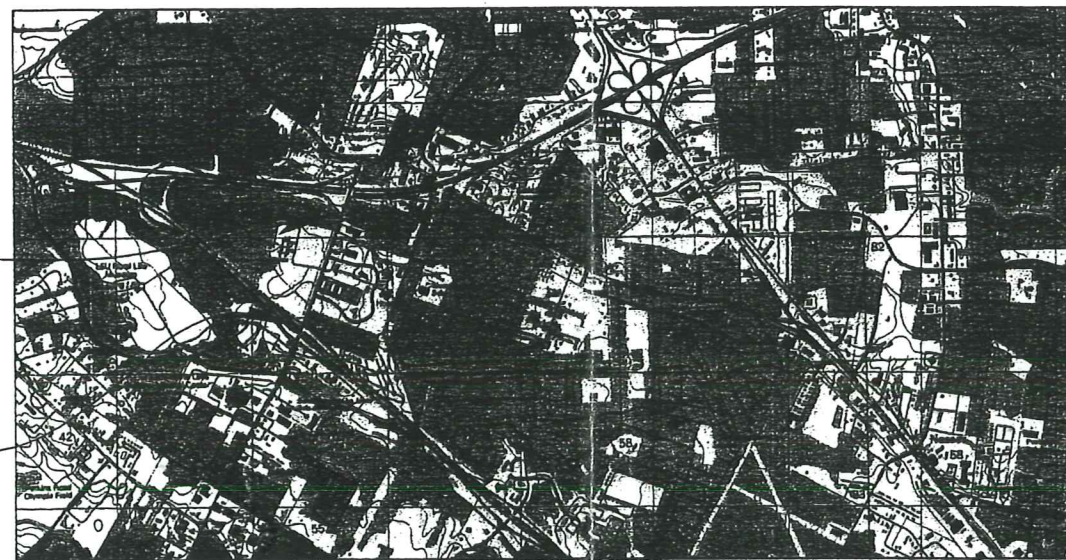
STATE PROJECT
 NO. 454-01-0050 (H.002357)



VICINITY MAP

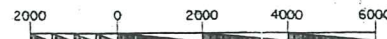
STATION 127+03.19
 END STATE PROJECT
 NO. 454-01-0050 (H.002357)

STATION 99+00.00
 BEGIN STATE PROJECT
 NO. 454-01-0050 (H.002357)



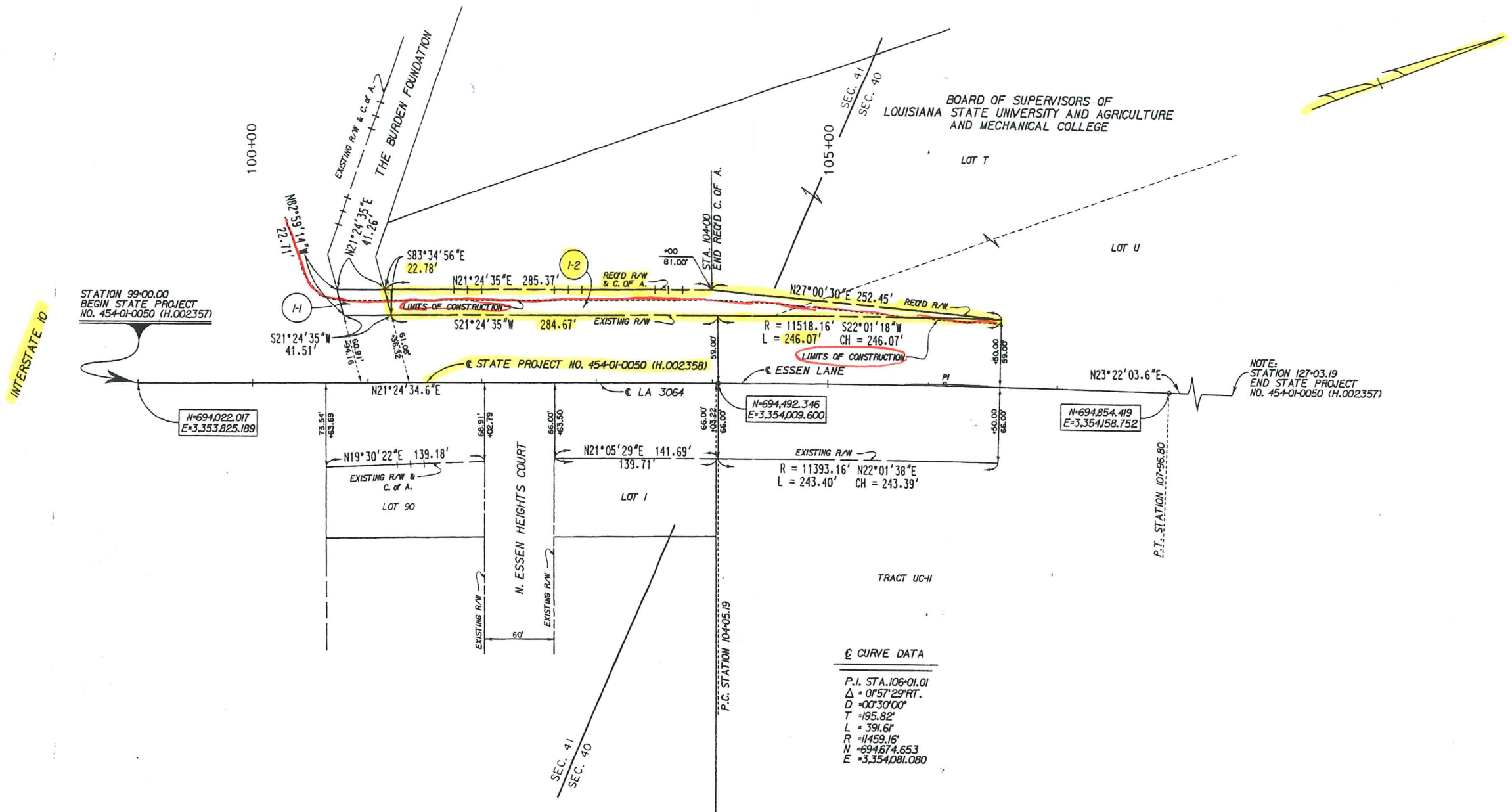
LAYOUT MAP

SCALE: 1 INCH = 2000 FEET



SHEET NO.	TITLE
1	EAST BATON ROUGE
SHREAD KUYRKENDALL & ASSOC., INC. ENGINEERS - SURVEYORS - PLANNERS BATON ROUGE, LOUISIANA 225-296-1335	
DATE: 9-15-2011	COMPUTED BY: F.R.S.
DRAWN BY: R.D.B.	FILE NO. 05-18-1-023
SCALE: 1"=2000'	R/W SHEET NO. TITLE
STATE PROJECT NO. 454-01-0050 (H.002357) ESSEN LANE INTERCHANGE WESTBOUND La. 3064 & I-12 EAST BATON ROUGE PARISH	
Mark D. Hughes, Jr. MARK DUANE HUGHES, JR. PROFESSIONAL LAND SURVEYOR	
STATE PROJECT NO. 454-01-0050 (H.002357) ESSEN LANE INTERCHANGE WESTBOUND La. 3064 & I-12 EAST BATON ROUGE PARISH	
RIGHT OF WAY MAP	
DESCRIPTION	BY
REVISIONS	DATE
FILE NO. 05-18-1-023 R/W SHEET NO. TITLE	

GREENSBURG LAND DISTRICT
T7S-RIE
SECTION 40 & 41



☐ CURVE DATA

P.I. STA. 106+01.01
Δ = 0°57'29"RT.
D = 0°0'30"00"
T = 195.82'
L = 391.61'
R = 11459.16'
N = 694,674.653
E = 3,354,081.080

- NOTES:**
- THE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON LOUISIANA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83,) TO CONVERT FROM GRID BEARINGS TO TRUE BEARINGS USE: 0°06'58.2" ±
 - DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES. TO CONVERT DISTANCES DERIVED FROM COORDINATES SHOWN HEREON TO HORIZONTAL GROUND DISTANCES, USE SCALE FACTOR: 0.9999447

LEGEND

- | | | |
|-------------------------|---------------------|----------------------------------|
| EXISTING R/W | REQD R/W | RIGHT OF WAY LINE |
| EXISTING C. of A. | REQD C. of A. | CONTROL OF ACCESS |
| EXISTING R/W & C. of A. | REQD R/W & C. of A. | RIGHT OF WAY & CONTROL OF ACCESS |
| --- | --- | LIMITS OF CONSTRUCTION |
| --- | --- | LOT LINE |
| --- | --- | APPARENT PROPERTY LINE |
| --- | --- | SECTION LINE |

PARCEL	OWNER	ACQUISITION	AREA
I-2	BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURE AND MECHANICAL COLLEGE	ORIG. 545 BNDL 10562 DEC. 19, 1984 ORIG. 286 BNDL 10000 MAY 13, 1988 ORIG. 372 BNDL 9914 APR. 14, 1987 ORIG. 223 BNDL 9856 AUG. 12, 1986 ORIG. 610 BNDL 11360 JUNE 25, 2002	8862.4 SQ. FT.
I-1	THE BURDEN FOUNDATION	ORIG. 935 BNDL 11288 NOV. 15, 2001 ORIG. 936 BNDL 11368 JULY 9, 2002	910.4 SQ. FT.

SHREAD KUYRENDALL & ASSOC., INC
ENGINEERS - SURVEYORS - PLANNERS
BATON ROUGE, LOUISIANA 70802-2966-1335

DATE: 9-15-2011
COMPUTED BY: J. F.R.S.
DRAWN BY: R.D.B.
SCALE: 1"=50'
FILE NO. 05-18-1-023
R/W SHEET NO. 1

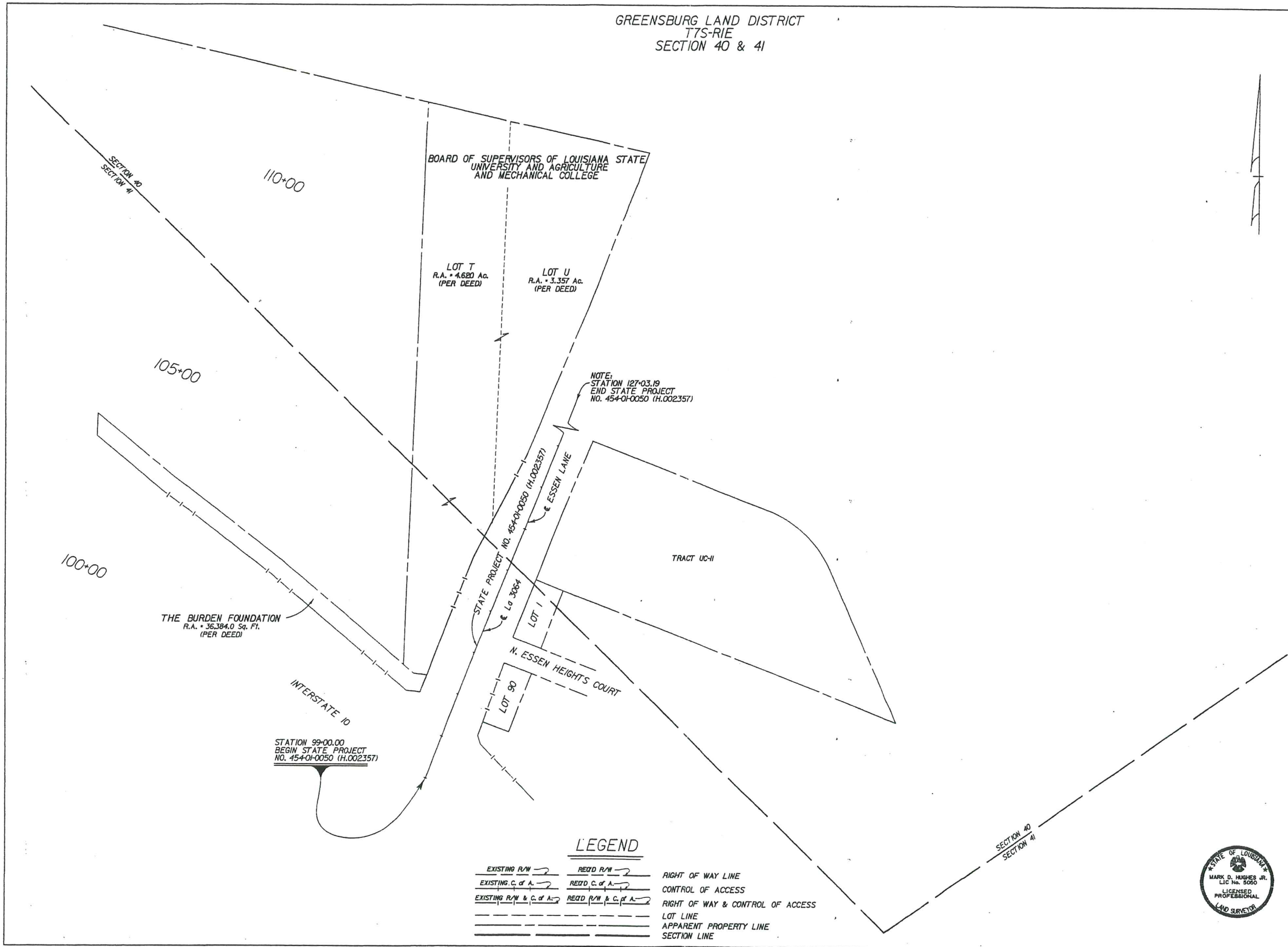
MARK D. HUGHES, JR.
PROFESSIONAL LAND SURVEYOR
LIC. NO. 6000

STATE PROJECT NO. 454-01-0050 (H.002357)
ESSEN LANE INTERCHANGE WESTBOUND
LA 3064 & HB
EAST BATON ROUGE PARISH

DATE	DESCRIPTION	BY

FILE NO. 05-18-1-023 R/W SHEET NO. 1

GREENSBURG LAND DISTRICT
T7S-RIE
SECTION 40 & 41



LEGEND

- EXISTING R/W → RECD R/W → RIGHT OF WAY LINE
- EXISTING C. of A. → RECD C. of A. → CONTROL OF ACCESS
- EXISTING R/W & C. of A. → RECD R/W & C. of A. → RIGHT OF WAY & CONTROL OF ACCESS
- LOT LINE
- APPARENT PROPERTY LINE
- SECTION LINE



<p>SHREAD KUYKENDALL & ASSOC., INC. ENGINEERS - SURVEYORS - PLANNERS BATON ROUGE, LOUISIANA 72829-1335</p>		SHEET NO. 2
DATE: 9-15-2011 COMPUTED BY: F.R.S. DRAWN BY: R.D.B. SCALE: 1"=100' FILE NO. 05-18-1-023 R/W SHEET NO. 2		EAST BATON ROUGE PARISH FEDERAL PROJECT NO. STATE PROJECT NO. 258-32-0018 (H.002358)
Mark D. Hughes, Jr. MARK DIANE HUGHES, JR. PROFESSIONAL LAND SURVEYOR		
STATE PROJECT NO. 454-01-0050 (H.002357) ESSEN LANE INTERCHANGE WESTBOUND Lg 3084 & H2 EAST BATON ROUGE PARISH		
RIGHT OF WAY MAP		
RIGHT OF WAY MAP		
	DESCRIPTION REVISIONS	BY DATE



**RECOMMENDATION TO NAME A
PAVILION IN THE
NEW BUSINESS EDUCATION COMPLEX THE
"CHERIE AND ROB ARKLEY PAVILION"**

To: Members of the Board of Supervisors

Date: March 16, 2012

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

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

1. Summary of Matter

Louisiana State University is recommending to name one of the Pavilions in the new Business Education Complex the "Cherie and Rob Arkley Pavilion".

Slated to open in Fall 2012, the new Business Education Complex will facilitate world-class teaching and learning as E. J. Ourso College of Business faculty and students connect with information and business experts worldwide. The 156,000 gross square feet complex will accommodate undergraduate and graduate business students, as well as executive education and business community functions.

The BEC will include a landscaped courtyard, two classroom wings consisting of 22 radial and case-style classrooms, a 300 seat auditorium, and other inviting spaces that promote meaningful teamwork, collaboration, and interaction.

Rob Arkley is president, chief executive officer and owner of Security National Holding Company with offices in Eureka, CA and Baton Rouge, LA. Security National Holding Company purchases underperforming commercial and residential real estate and real estate loans throughout the United States and Europe and has a current portfolio of more than \$1 billion.

Rob has served on the board of directors of Algiers Bancorp, Statewide Bank, and the Pacific Legal Foundation. In 1998, Rob was named Businessman of the Year by the Eureka Chamber of Commerce. In 2005, the Arkleys were given a community service award from the Greater Eureka Chamber of Commerce for their generosity.

Rob and Cherie have a home in Baton Rouge. Rob was a featured speaker in the LSU Flores MBA Distinguished Speaker Series in 2006. Currently, Rob is serving on the E. J. Ourso College Dean's Advisory Council. They have two daughters who are graduates of LSU. Rob and Cherie have also been generous supporters of the E. J. Ourso College's globalization initiative.

The E. J. Ourso College would like to thank Rob and Cherie Arkley for their commitment to LSU, its students, and business education through their generous gift of \$1,000,000 to the Business Education Complex. We respectfully request to name one of the Pavilions the "Cherie and Rob Arkley Pavilion".

ATTACHMENTS:

- Memorandum from Chancellor Michael Martin
- Memorandum from Dean Eli Jones, E.J. Ourso College of Business
- Letter from Paul E. Hoffman, Chair of Naming University Facilities Committee

RECOMMENDATION

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

"NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the naming of one of the Pavilions in the new Business Education Complex the "Cherie and Rob Arkley Pavilion"."

RECEIVED

FEB 14 2012

PROPERTY & FACILITIES OFFICE OF THE PRESIDENT

FEB 14 2012



MEMORANDUM
Office of the Chancellor

LSU SYSTEM

To: John V. Lombardi
President, LSU System

Date: February 14, 2012

From: Michael Martin
Chancellor

Re: Cherie and Rob Arkley Pavilion in the New Business Education Complex

The Committee on Naming University Facilities has recommended that a Pavilion in the New Business Education Complex be named the "Cherie and Rob Arkley Pavilion" for their generosity and commitment to the College.

Therefore, I enthusiastically concur in this recommendation and request that in accordance with PS-70 you forward this proposal to the Board of Supervisors for inclusion on the March 2012 meeting agenda.

Attachments

cc: Dean Eli Jones



E. J. Ourso College of Business
Dean's Office

To: Michael Martin, Chancellor
From: Eli Jones, Dean
E. J. Ourso College of Business
Cc: Bunnie Cannon, Institutional Advancement
Date: December 6, 2011
Re: Request to Name One of the Pavilions in the New Business Education Complex for Cherie and Rob Arkley.

Slated to open in Fall 2012, the new Business Education Complex will facilitate world-class teaching and learning as E. J. Ourso College of Business faculty and students connect with information and business experts worldwide. The 156,000 gross square feet complex will accommodate undergraduate and graduate business students, as well as executive education and business community functions.

Architecturally, the complex blends modern glass, metal, and stone with sloped gabled roofs and arches to reflect LSU's historic Italianate style and unique beauty. Functionally, the BEC will include a landscaped courtyard, two classroom wings consisting of 22 radial and case-style classrooms, a 300 seat auditorium, and other inviting spaces that promote meaningful teamwork, collaboration, and interaction.

The result is a forward-looking complex that will sharpen LSU's competitive edge among the top colleges in the nation, enhance the ability to recruit top faculty and students, and serve as the catalyst for economic success in the region.

The E. J. Ourso College has received a generous \$1,000,000 gift from Cherie and Rob Arkley.

Rob Arkley is president, chief executive officer and owner of Security National Holding Company with offices in Eureka, CA and Baton Rouge, LA. Security National Holding Company purchases underperforming commercial and residential real estate and real estate loans throughout the United States and Europe and has a current portfolio of more than \$1 billion.

Rob has served on the board of directors of Algiers Bancorp, Statewide Bank, and the Pacific Legal Foundation. In 1998, Rob was named Businessman of the Year by the Eureka Chamber of Commerce. In 2005, the Arkleys were given a community service award from the Greater Eureka Chamber of Commerce for their generosity.

December 6, 2011
Chancellor Michael Martin
Request to Name One of the Pavilions in the
Business Education Complex for Cherie and Rob Arkley.

Rob and Cherie have a home in Baton Rouge, LA. Rob was a featured speaker in the LSU Flores MBA Distinguished Speaker Series in 2006. Currently, Rob is serving on the E. J. Ourso College Dean's Advisory Council. They have two daughters who are graduates of LSU. Rob and Cherie have also been generous supporters of the E. J. Ourso College's globalization initiative.

The E. J. Ourso College would like to thank Rob and Cherie Arkley for their commitment to LSU, its students, and business education through their generous gift of \$1,000,000 to the Business Education Complex. We respectfully request to name one of the Pavilions for **"Cherie and Rob Arkley."**

Please let me know if you have any questions or need additional information to consider this request. Thank you in advance for your consideration.

February 14, 2012

TO: Chancellor Michael V. Martin

FROM: Naming University Facilities Committee

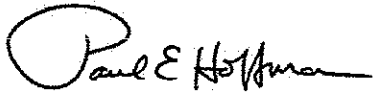
RE: Naming Proposal 2011-70, Arkley Pavilion, Business Education Complex

Dear Chancellor,

Attached please find a memo from Dean Eli Jones recommending that a pavilion in the Business Education Complex be named for **Cherie and Rob Arkley** in recognition of their generous gift to LSU and notable careers and community involvement.

Your Naming University Facilities Committee has reviewed this proposal and recommends its approval.

For the Committee,

A handwritten signature in black ink that reads "Paul E Hoffman". The signature is written in a cursive style with a large, looped initial "P".

Paul E. Hoffman, Chair
Naming University Facilities Committee

Paul W. and Nancy W. Murrill Distinguished Professor
And Professor of History

Attached: Memo of Dean Eli Jones, December 6, 2011
CC: Bunnie R. Cannon
Jane W. Cassidy



**RECOMMENDATION TO NAME A WORKROOM IN THE
NEW BUSINESS EDUCATION COMPLEX THE
"PAT HEWLETT BODIN DEPARTMENT OF
INFORMATION SYSTEMS AND DECISION SCIENCES WORKROOM"**

To: Members of the Board of Supervisors

Date: March 16, 2012

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

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

1. Summary of Matter

Louisiana State University is recommending to name the Department of Information Systems and Decision Sciences Workroom in the new Business Education Complex the "Pat Hewlett Bodin Department of Information Systems and Decision Sciences Workroom".

Stated to open in Fall 2012, the new Business Education Complex will facilitate world-class teaching and learning as E. J. Ourso College of Business faculty and students connect with information and business experts worldwide. The 156,000 gross square feet complex will accommodate undergraduate and graduate business students, as well as executive education and business community functions.

The BEC will include a landscaped courtyard, two classroom wings consisting of 22 radial and case-style classrooms, a 300 seat auditorium, and other inviting spaces that promote meaningful teamwork, collaboration, and interaction.

A native of Hammond, Pat earned a bachelor's degree in general sciences from LSU in 1972. After graduating, she began her 35 year career with ExxonMobil, the world's largest publicly traded international oil and gas company. Throughout her career, she held numerous leadership and management positions within the controllers and information systems departments. Upon retiring from ExxonMobil in 2008, she was chief information officer.

Professionally, Pat has served to advance the industry. She has been a member of the Conference Board's Council of Information Management Executives, the College Relations Committee of the Dallas chapter of the Financial Executives Institute and was director and Information Systems Committee Chair for the Houston chapter of the Financial Executives Institute. In 1997, she was inducted into the YWCA's Academy of Women Achievers.

Pat has also been active in the community. She has served as director of the Houston Downtown Management Corporation, as a United Way Allocation Panel volunteer and has served as a board member, secretary, and fundraising committee chair for the Avondale House, a United Way Agency serving autistic children.

Pat has donated over \$250,000 to LSU in support of academics. In 2000, she donated funds to the E.J. Ourso College of Business for the establishment of the James E. Curtis Professorship of Entrepreneurial Management in memory of her father, who was also an LSU alumnus. She has shown her dedication to LSU through her service on the E.J. Ourso College of Business' Dean's Advisory Council. She was also the chair-elect of the board of directors of the LSU Alumni Association and has served on advisory councils for the accounting and information systems and decision sciences departments. Additionally, Pat was a speaker in the Flores MBA Distinguished Speaker Series. In 2005, she was

inducted into the E.J. Ourso Hall of Distinction, where she is quoted as saying, "I owe LSU a great deal for my career success at ExxonMobil. My degree from LSU has opened many doors for me in my career, allowing me to fulfill managerial roles in finance, accounting, and information technology, I never dreamed would be possible when I graduated."

The E. J. Ourso College would like to thank Patricia Hewlett Bodin for her commitment to LSU, its students, and business education through her generous gift of \$25,000 to the Business Education Complex. We respectfully request that the Department of Information Systems and Decision Sciences Workroom be named "Pat Hewlett Bodin Department of Information Systems and Decision Sciences Workroom".

ATTACHMENTS:

- Memorandum from Chancellor Michael Martin
- Memorandum from Dean Eli Jones, E.J. Ourso College of Business
- Letter from Paul E. Hoffman, Chair of Naming University Facilities Committee

RECOMMENDATION

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

"NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the naming of the Department of Information Systems and Decision Sciences Workroom in the new Business Education Complex the "Pat Hewlett Bodin Department of Information Systems and Decision Sciences Workroom"."

RECEIVED

FEB 14 2012



PROPERTY & FACILITIES

OFFICE OF THE
PRESIDENT

FEB 14 2012

MEMORANDUM
Office of the Chancellor

LSU SYSTEM

To: John V. Lombardi
President, LSU System

Date: February 14, 2012

From: Michael Martin
Chancellor

Re: Pat Hewlett Bodin ISDS Workroom in the New Business Education Complex

The Committee on Naming University Facilities has recommended that the ISDS Workroom in the New Business Education Complex be named the "Pat Hewlett Bodin ISDS Workroom" for her generosity and commitment to the College.

Therefore, I enthusiastically concur in this recommendation and request that in accordance with PS-70 you forward this proposal to the Board of Supervisors for inclusion on the March 2012 meeting agenda.

Attachments

cc: Dean Eli Jones

To: Michael Martin, Chancellor

From: Eli Jones, Dean
E. J. Ourso College of Business

Cc: Bunnie Cannon, Institutional Advancement

Date: January 26, 2012

Re: Request to Name the Department of Information Systems and Decision Sciences
Workroom in the New Business Education Complex for Pat Hewlett Bodin.

Slated to open in Fall 2012, the new Business Education Complex will facilitate world-class teaching and learning as E. J. Ourso College of Business faculty and students connect with information and business experts worldwide. The 156,000 gross square feet complex will accommodate undergraduate and graduate business students, as well as executive education and business community functions.

Architecturally, the complex blends modern glass, metal, and stone with sloped gabled roofs and arches to reflect LSU's historic Italianate style and unique beauty. Functionally, the BEC will include a landscaped courtyard, two classroom wings consisting of 22 radial and case-style classrooms, a 300 seat auditorium, and other inviting spaces that promote meaningful teamwork, collaboration, and interaction.

The result is a forward-looking complex that will sharpen LSU's competitive edge among the top colleges in the nation, enhance the ability to recruit top faculty and students, and serve as the catalyst for economic success in the region.

The E. J. Ourso College has received a generous \$25,000 gift from Patricia Hewlett Bodin.

A native of Hammond, LA, Pat earned a bachelor's degree in general sciences from LSU in 1972. After graduating, she began her 35 year career with ExxonMobil, the world's largest publicly traded international oil and gas company. Throughout her career, she held numerous leadership and management positions within the controllers and information systems departments. Upon retiring from ExxonMobil in 2008, she was chief information officer.

Professionally, Pat has served to advance the industry. She has been a member of the Conference Board's Council of Information Management Executives, the College Relations Committee of the Dallas chapter of the Financial Executives Institute and was director and Information Systems Committee Chair for the Houston chapter of the Financial Executives Institute. In 1997, she was inducted into the YWCA's Academy of Women Achievers.

January 26, 2012

Chancellor Michael Martin

Request to Name the Department of Information Systems and Decision Sciences in the Business Education Complex for Pat Hewlett Bodin.

Pat has also been active in the community. She has served as director of the Houston Downtown Management Corporation, as a United Way Allocation Panel volunteer and has served as a board member, secretary, and fundraising committee chair for the Avondale House, a United Way Agency serving autistic children.

Pat has donated over \$250,000 to LSU in support of academics. In 2000, she donated funds to the E.J. Ourso College of Business for the establishment of the James E. Curtis Professorship of Entrepreneurial Management in memory of her father, who was also an LSU alumnus. She has shown her dedication to LSU through her service on the E.J. Ourso College of Business' Dean's Advisory Council. She was also the chair-elect of the board of directors of the LSU Alumni Association and has served on advisory councils for the accounting and information systems and decision sciences departments. Additionally, Pat was a speaker in the Flores MBA Distinguished Speaker Series. In 2005, she was inducted into the E.J. Ourso Hall of Distinction, where she is quoted as saying, "I owe LSU a great deal for my career success at ExxonMobil. My degree from LSU has opened many doors for me in my career, allowing me to fulfill managerial roles in finance, accounting, and information technology, I never dreamed would be possible when I graduated."

The E. J. Ourso College would like to thank Patricia Hewlett Bodin for her commitment to LSU, its students, and business education through her generous gift of \$25,000 to the Business Education Complex. We respectfully request that the Department of Information Systems and Decision Sciences Workroom be named for "**Pat Hewlett Bodin.**"

Please let me know if you have any questions or need additional information to consider this request. Thank you in advance for your consideration.

February 14, 2012

TO: Chancellor Michael V. Martin

FROM: Naming University Facilities Committee

RE: Naming Proposal 2012-11, Pat Hewlett Bodin ISDS Workroom, Business Education Complex

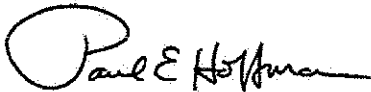
Dear Chancellor,

Attached please find a memo from Dean Eli Jones recommending that the ISDS Workroom in the new Business Education Complex be named for **Pat Hewlett Bodin** in recognition of her generous gift to LSU and notable career and community engagement since graduating from LSU in 1972.

Your Naming University Facilities Committee has reviewed this proposal and recommends its approval.

Members commented on the following.

For the Committee,

A handwritten signature in black ink that reads "Paul E. Hoffman". The signature is written in a cursive style with a large, looped initial "P".

Paul E. Hoffman, Chair
Naming University Facilities Committee

Paul W. and Nancy W. Murrill Distinguished Professor
And Professor of History

Attached: Memo of Dean Jones, January 26, 2012

CC: Bunnie R. Cannon
Jane W. Cassidy



**RECOMMENDATION TO NAME THE FOYER IN
THE NEW BAND COMPLEX
THE "BILL AND SHELBY CONTI FOYER"**

To: Members of the Board of Supervisors

Date: March 16, 2012

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

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

1. Summary of Matter

Louisiana State University is recommending to name the foyer in the New Band Rehearsal Hall the "Bill and Shelby Conti Foyer".

Greatest things in life began with the Tiger Band, according to Conti. Over a four-decade career, LSU alumnus Bill Conti has emerged as one of the entertainment industry's most sought-after composers. Securing an Oscar, three Emmy Awards, and a star on the Hollywood Walk of Fame, Bill gives much credit for his success to his formative days in the LSU School of Music.

Arriving in 1959 on a bassoon scholarship, Bill majored in composition and arranged pieces for the Tiger Marching Band, where he met his wife Shelby Cox, a member of the Ballet Corps (precursor to the Golden Girls), and a member of the Modern Dance Group. Following his graduation in 1963, Bill pursued a master's degree at Julliard in New York City. Shelby Cox Conti graduated from LSU in 1965. The Contis took up residence in Rome for seven years, where they started their family, while Bill launched his career composing music for movies being filmed in Italy.

Returning to the United States in the early 1970s, Bill immediately rose to the top of film music composition. His credits include some of the most recognizable songs from cinema and television, including scores for Broadcast News, Baby Boom, The Karate Kid, Private Benjamin, and the Thomas Crown Affair. He won an Oscar for Best Original Score for The Right Stuff in 1983 and received two Oscar nominations for Best Original Song -- one for the Sheena Easton hit record "For Your Eyes Only" from the James Bond picture of the same title and one for "Gonna Fly Now," the powerful anthem from the 1976 Academy Award-winning Best Picture Rocky. Shelby periodically assisted Bill in writing lyrics and providing backup voice on some recordings of his compositions.

His work in television has resulted in three Emmy Awards. Two of the awards were garnered in 1990, when he composed a musical score for the running of the New York City Marathon. He conducted the piece, performed live by the Julliard Symphony Orchestra from Lincoln Center, while the marathon was in progress. He secured a third Emmy in 1992 for his musical direction during the telecast of the Academy Award Ceremonies. Bill has composed a number of famous themes for television, including "Good Morning America," "World News Tonight," "Prime Time Live," "Nightline," "Dynasty," "Falcon Crest," and "Cagney & Lacey".

In addition to a prodigious career as a composer, Bill often conducts orchestras around the world. He's assumed the podium at the Boston Pops, the London Symphony Orchestra, the Cleveland Orchestra at the Blossom Music Festival, the National Symphony at Wolf Trap, the Houston Symphony Orchestra, the Baltimore Symphony, the RAI Orchestra of Rome, and the Graunke Orchestra of Munich. He has also been the principal pops conductor for the Nashville Symphony.

Bill often gives LSU credit for two of the most important turns of his life: his career and his marriage of four decades.

"I'd studied music all my life," he said in a 2008 interview, "but the formal education at LSU began with Pearl Willis, Frank Page, Helen Gunderson – teachers that shaped my musical career because I was interested in certain things, and they were the people that started shaping me musically."

Furthermore, according to Bill, "the Band had these Golden Girls that as a male caught my eye on occasion. On this one particular occasion, this one particular Golden Girl caught my eye." "We did a road trip to Houston," he recalled, "and I managed to sit beside her. For more than 40 years, I've been married to that same Golden Girl."

Due to his undergraduate studies at LSU, Bill transitioned smoothly to the Julliard School in New York City. "Having graduated from Louisiana State University and arriving with your work for an audition at Julliard and standing in line with other students from all over the country, we realized that the four years (of college) were a fine preparation for going on with our musical educations, at least for my friends and me," he said. "They came from other places; I came from LSU. I was right there with everyone else. I felt proud to be from Louisiana State University."

Bill and Shelby have remained close to LSU over the decades visiting Baton Rouge several times per year. Bill enjoys spending time with the faculty and students in the School of Music, where he has taught classes and served as a guest conductor on numerous occasions. In 1985, an Honorary Doctorate in Music was conferred on Bill in recognition of his accomplishments.

When the fundraising campaign for the new LSU Tiger Band Hall was launched in 2008, Bill and Shelby were the very first donors approached for a leadership gift. Their response was immediate, pledging \$100,000 to help underwrite the badly needed facility.

The College of Music and Dramatic Arts proposes to recognize the Contis for their ongoing devotion to LSU--most notably expressed through their recent donation to the LSU Tiger Band Hall--by naming a space within that splendid new building in their honor: The Bill and Shelby Conti Foyer.

Spacious and attractive, the foyer serves as both an entrance and lobby, welcoming the hundreds of students, faculty, and others who will use the Band Hall every day. Additionally, the foyer contains display cabinets that may be used to chronicle the outstanding history of the award-winning Tiger Band, including the accomplishments of its alumni such as Bill Conti.

Due to its size and location on the growing northern edge of campus, the Tiger Band Hall is slated to become both a beautiful and accessible venue through which the community will become further engaged in the performing arts at LSU. In addition to serving as a rehearsal and teaching space, the building will allow for diverse activities such as summer band camps and a numerous ensemble performances in the evenings throughout the year.

To that extent, having the names of widely-recognized philanthropists and alumni associated with such a prominent space carries with it the added bonus of encouraging future donations. Thousands of people each year will pass through the Band Hall, all of them benefitting from the financial gifts of Bill and Shelby Conti. Whether students, parents, alumni, or community members, those who enter the building will have before them models of generosity that in turn will inspire future generations to establish their own charitable legacies for LSU.

For the reasons stated above, Dean Laurence Kaptain respectfully requests that these major LSU benefactors be honored with the space to be named as The Bill and Shelby Conti Foyer, in the LSU Tiger Band Hall.

ATTACHMENTS:

- Memorandum from Chancellor Michael Martin

- Memorandum from Dean Laurence Kaptain
- Letter from Paul E. Hoffman, Chair of Naming University Facilities Committee

RECOMMENDATION

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

"NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve naming the foyer in the new Band Rehearsal Hall the "Bill and Shelby Conti Foyer"."



RECEIVED

FEB 14 2012

PROPERTY & FACILITIES

OFFICE OF THE
PRESIDENT


FEB 14 2012

LSU SYSTEM

MEMORANDUM
Office of the Chancellor

To: John V. Lombardi
President, LSU System

Date: February 14, 2012

From: 
Michael Martin
Chancellor

Re: Bill and Shelby Conti Foyer, Band Hall

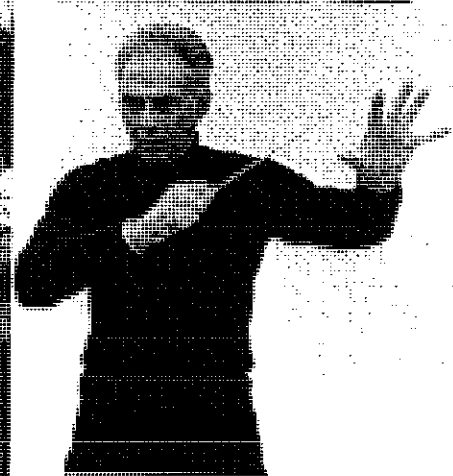
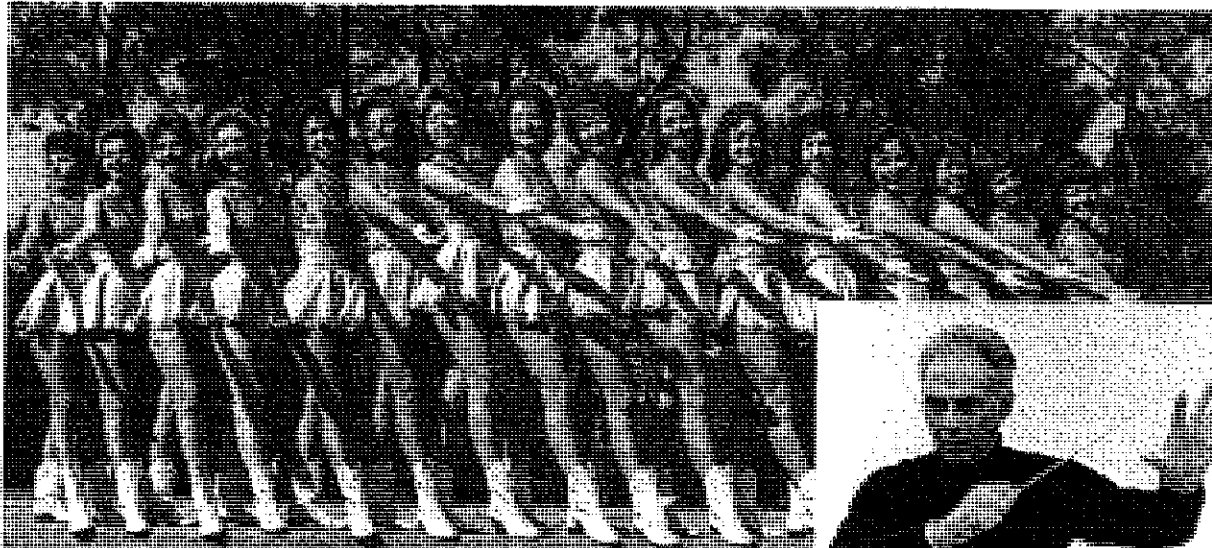
The Committee on Naming University Facilities has recommended that the Foyer in the New Band Hall be named the "Bill and Shelby Conti Foyer" for their generosity and commitment to the College.

Therefore, I enthusiastically concur in this recommendation and request that in accordance with PS-70 you forward this proposal to the Board of Supervisors for inclusion on the March 2012 meeting agenda.

Attachments

cc:

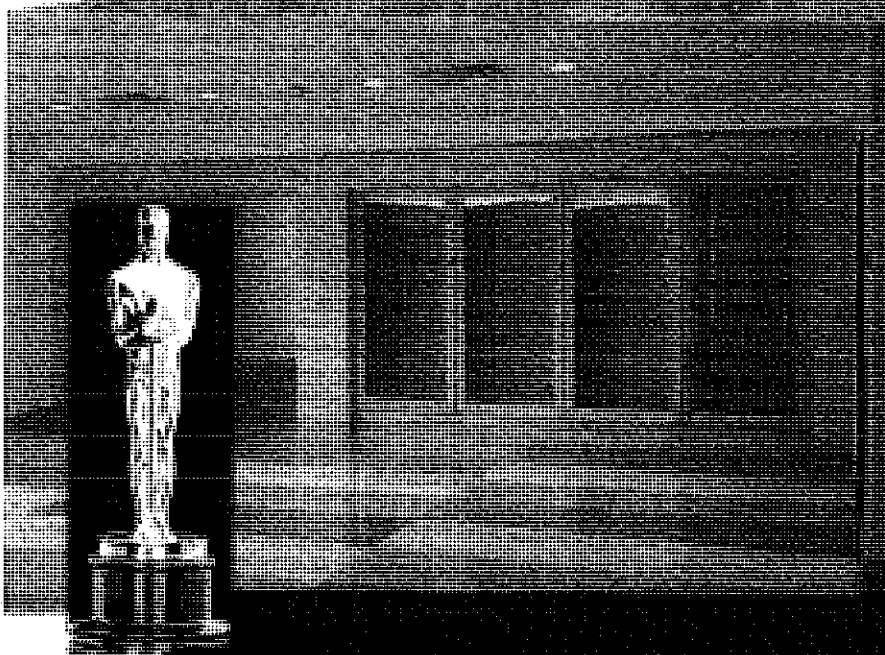
The Bill and Shelby Conti Foyer
In the LSU Tiger Band Hall



A proposal
to the Facility Naming
Committee

Laurence Kaptain, Dean
The College of Music and
Dramatic Arts

Contact: J. Steven Covington,
scov@lsu.edu, 578-9266



The Bill and Shelby Conti Foyer in the LSU Tiger Band Hall

Rationale for the proposed naming per PS 70, section 4

Greatest things in life began with the Tiger Band, according to Conti

Over a four-decade career, LSU alumnus Bill Conti has emerged as one of the entertainment industry's most sought-after composers. Securing an Oscar, three Emmy Awards, and a star on the Hollywood Walk of Fame, Bill gives much credit for his success to his formative days in the LSU School of Music.

Arriving in 1959 on a bassoon scholarship, Bill majored in composition and arranged pieces for the Tiger Marching Band, where he met his wife Shelby Cox, a member of the Ballet Corps (precursor to the Golden Girls), and a member of the Modern Dance Group. Following his graduation in 1963, Bill pursued a master's degree at Julliard in New York City. Shelby Cox Conti graduated LSU in 1965. The Contis took up residence in Rome for seven years, where they started their family, while Bill launched his career composing music for movies being filmed in Italy.

Returning to the United States in the early 1970s, Bill immediately rose to the top of film music composition. His credits include some of the most recognizable songs from cinema and television, including scores for Broadcast News, Baby Boom, The Karate Kid, Private Benjamin, and the Thomas Crown Affair. He won an Oscar for Best Original Score for The Right Stuff in 1983 and received two Oscar nominations for Best Original Song -- one for the Sheena Easton hit record "For Your Eyes Only" from the James Bond picture of the same title and one for "Gonna Fly Now," the powerful anthem from the 1976 Academy Award-winning Best Picture Rocky. Shelby periodically assisted Bill in writing lyrics and providing backup voice on some recordings of his compositions.

His work in television has resulted in three Emmy Awards. Two of the awards were garnered in 1990, when he composed a musical score for the running of the New York City Marathon. He conducted the piece, performed live by the Julliard Symphony Orchestra from Lincoln Center, while the marathon was in progress. He secured a third Emmy in 1992 for his musical direction during the telecast of the Academy Award Ceremonies. Bill has composed a number of famous themes for television, including "Good Morning America," "World News Tonight," "Prime Time Live," "Nightline," "Dynasty," "Falcon Crest," and "Cagney & Lacey."

In addition to a prodigious career as a composer, Bill often conducts orchestras around the world. He's assumed the podium at the Boston Pops, the London Symphony Orchestra, the Cleveland Orchestra at the Blossom Music Festival, the National Symphony at Wolf Trap, the Houston Symphony Orchestra, the Baltimore Symphony, the RAI Orchestra of Rome, and the Graunke Orchestra of Munich. He has also been the principal pops conductor for the Nashville Symphony.

Bill often gives LSU credit for two of the most important turns of his life: his career and his marriage of four decades.

"I'd studied music all my life," he said in a 2008 interview, "but the formal education at LSU began with Pearl Willis, Frank Page, Helen Gunderson -- teachers that shaped my musical career because I was interested in certain things, and they were the people that started shaping me musically."

Furthermore, according to Bill, "the Band had these Golden Girls that as a male caught my eye on occasion. On this one particular occasion, this one particular Golden Girl caught my eye." "We did a road trip to Houston," he recalled, "and I managed to sit beside her. For more than 40 years, I've been married to that same Golden Girl."

Due to his undergraduate studies at LSU, Bill transitioned smoothly to the Julliard School in New York City. "Having graduated from Louisiana State University and arriving with your work for an audition at Julliard and standing in line with other students from all over the country, we realized that the four years (of college) were a fine preparation for going on with our musical educations, at least for my friends and me," he said. "They came from other places; I came from LSU. I was right there with everyone else. I felt proud to be from Louisiana State University."

Bill and Shelby have remained close to LSU over the decades visiting Baton Rouge several times per year. Bill enjoys spending time with the faculty and students in the School of Music, where he has taught classes and served as a guest conductor on numerous occasions. In 1985, an Honorary Doctorate in Music was conferred on Bill in recognition of his accomplishments.

When the fundraising campaign for the new LSU Tiger Band Hall was launched in 2008, Bill and Shelby were the very first donors approached for a leadership gift. Their response was immediate, pledging \$100,000 to help underwrite the badly needed facility.

The College of Music and Dramatic Arts proposes to recognize the Contis for their ongoing devotion to LSU--most notably expressed through their recent donation to the LSU Tiger Band Hall--by naming a space within that splendid new building in their honor: *The Bill and Shelby Conti Foyer*.

Spacious and attractive, the foyer serves as both an entrance and lobby, welcoming the hundreds of students, faculty, and others who will use the Band Hall every day. Additionally, the foyer contains display cabinets that may be used to chronicle the outstanding history of the award-winning Tiger Band, including the accomplishments of its alumni such as Bill Conti.

Due to its size and location on the growing northern edge of campus, the Tiger Band Hall is slated to become both a beautiful and accessible venue through which the community will become further engaged in the performing arts at LSU. In addition to serving as a rehearsal and teaching space, the building will allow for diverse activities such as summer band camps and a numerous ensemble performances in the evenings throughout the year.

To that extent, having the names of widely-recognized philanthropists and alumni associated with such a prominent space carries with it the added bonus of encouraging future donations. Thousands of people each year will pass through the Band Hall, all of them benefitting from the financial gifts of Bill and Shelby Conti. Whether students, parents, alumni, or community members, those who enter the building will have before them models of generosity that in turn will inspire future generations to establish their own charitable legacies for LSU.

For the reasons stated above, Dean Laurence Kaptain respectfully requests that these major LSU benefactors be honored with the space to be named as *The Bill and Shelby Conti Foyer*, in the LSU Tiger Band Hall.

Sources:

Louisiana State University: www.lsu.edu/highlights/2008/03/conti.html; www.lsu.edu/pa/facts/alumni.shtml
Oldies.com: www.oldies.com/artist-biography/Bill-Conti.html
Pittsburgh Symphony Orchestra: www.pittsburghsymphony.org/pghsymph.nsf/bios/Bill+Conti

February 14, 2012

TO: Chancellor Michael V. Martin

FROM: Naming University Facilities Committee

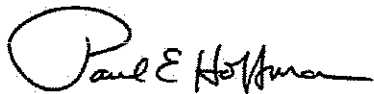
RE: Naming Proposal 2012-08, Bill and Shelby Conti Foyer, Band Hall

Dear Chancellor,

Attached please find a memo from Dean Laurence Kaptain recommending that the foyer in the new band hall be named for **Bill and Shelby Conti** in recognition of their generous gift to LSU, his very notable career and their joint involvement with LSU and its music program over many years.

Your Naming University Facilities Committee has reviewed this proposal and recommends its approval.

For the Committee,

A handwritten signature in black ink that reads "Paul E Hoffman". The signature is written in a cursive style with a large, looped initial "P".

Paul E. Hoffman, Chair
Naming University Facilities Committee

Paul W. and Nancy W. Murrill Distinguished Professor
And Professor of History

Attached: Memo of Dean Laurence Kaptain, December 22, 2011
CC: Bunnie R. Cannon
Jane W. Cassidy



**RECOMMENDATION TO NAME THE
UNDERGRADUATE PROGRAM RECEPTION AREA IN
THE NEW BUSINESS EDUCATION COMPLEX
THE "GERALD AND TERI FONTENOT UNDERGRADUATE
PROGRAM RECEPTION AREA"**

To: Members of the Board of Supervisors

Date: March 16, 2012

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

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

1. Summary of Matter

Louisiana State University is recommending to name the Undergraduate Program Reception Area in the new Business Education Complex the "Gerald and Teri Fontenot Undergraduate Program Reception Area".

Slated to open in Fall 2012, the new Business Education Complex will facilitate world-class teaching and learning as E. J. Ourso College of Business faculty and students connect with information and business experts worldwide. The 156,000 gross square feet complex will accommodate undergraduate and graduate business students, as well as executive education and business community functions.

The BEC will include a landscaped courtyard, two classroom wings consisting of 22 radial and case-style classrooms, a 300 seat auditorium, and other inviting spaces that promote meaningful teamwork, collaboration

The E. J. Ourso College has received a generous \$50,000 gift from Gerald and Teri Fontenot. Gerald served as president of Fontenot Properties Inc, a private company in Baton Rouge. The company managed Gerald's franchise of The UPS Store, formerly known as Mail Boxes Etc, which provides packing, shipping, printing and mailbox services. Upon retiring, Gerald sold his franchise. However, he currently manages rental properties which he owns in Ruston and Florida.

Teri has served as the president and chief executive officer of Woman's Hospital since 1996. Woman's Hospital, located in Baton Rouge, is a regional referral hospital for obstetrics, newborn, and women's cancer care. It is the largest birthing facility in Louisiana and the only hospital in Louisiana to be named as one of the "Top 100 Best Places to Work in Healthcare". Prior to obtaining her current position, Teri served as Woman's Hospital executive vice president, chief financial officer and treasurer as well as chief financial officer at St. Francis Medical Center in Monroe and at Opelousas General Hospital in Opelousas. Teri has proven to be influential in the healthcare industry as she currently serves as the chair-elect of the American Hospital Association Board of Trustees. She also completed a six year term on the Advisory Committee on Research on Women's Health for the National Institutes of Health, was chair of the Chief Executive Officers Committee of the American College of Healthcare Executives and was chair of the board of the Louisiana Hospital Association.

Teri has also been active in the local community through her service as former chair of the Baton Rouge Area Chamber and a former member of the E.J. Ourso College Dean's Advisory Council. She has appeared in the LSU Flores MBA Distinguished Speaker series and has made several LSU guest lecturer appearances. Teri's service has been recognized through her many special distinctions. She was named to the inaugural list of the city's most influential women by the Greater Baton Rouge Business Report,

received the YWCA's Woman of Achievement Award and was named on the Top 25 Women in Healthcare by Modern Healthcare magazine. Also, Teri was inducted into the E.J. Ourso Hall of Distinction in 2011.

In addition to the Fontenot's gift to the business education complex, they are planned giving donors to the E.J. Ourso College.

The E. J. Ourso College would like to thank Gerald and Teri Fontenot for their commitment to LSU, its students, and business education through their generous gift of \$50,000 to the Business Education Complex. We respectfully request that the Undergraduate Program Reception Area be named the "Gerald and Teri Fontenot Undergraduate Program Reception Area".

ATTACHMENTS:

- Memorandum from Chancellor Michael Martin
- Memorandum from Dean Eli Jones, E.J. Ourso College of Business
- Letter from Paul E. Hoffman, Chair of Naming University Facilities Committee

RECOMMENDATION

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

"NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve naming the Undergraduate Program Reception Area in the new Business Education Complex the "Gerald and Teri Fontenot Undergraduate Program Reception Area"."



MEMORANDUM
Office of the Chancellor

To: John V. Lombardi
President, LSU System

From: *M. Martin*
Michael Martin
Chancellor

Re: Gerald and Teri Fontenot Undergraduate Program Reception Area in the New Business Education Complex

The Committee on Naming University Facilities has recommended that the Undergraduate Reception Area in the New Business Education Complex be named the "Gerald and Teri Fontenot Undergraduate Program Reception Area" for their generosity and commitment to the College.

Therefore, I enthusiastically concur in this recommendation and request that in accordance with PS-70 you forward this proposal to the Board of Supervisors for inclusion on the March 2012 meeting agenda.

Attachments

cc: Dean Eli Jones

RECEIVED
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PRESIDENT


FEB 14 2012

LSU SYSTEM



E. J. Ourso College of Business
Dean's Office

To: Michael Martin, Chancellor

From: Eli Jones, Dean 
E. J. Ourso College of Business

Cc: Bunnie Cannon, Institutional Advancement

Date: January 26, 2012

Re: Request to Name the Undergraduate Program Reception Area in the New Business Education Complex for Gerald and Teri Fontenot.

Slated to open in Fall 2012, the new Business Education Complex will facilitate world-class teaching and learning as E. J. Ourso College of Business faculty and students connect with information and business experts worldwide. The 156,000 gross square feet complex will accommodate undergraduate and graduate business students, as well as executive education and business community functions.

Architecturally, the complex blends modern glass, metal, and stone with sloped gabled roofs and arches to reflect LSU's historic Italianate style and unique beauty. Functionally, the BEC will include a landscaped courtyard, two classroom wings consisting of 22 radial and case-style classrooms, a 300 seat auditorium, and other inviting spaces that promote meaningful teamwork, collaboration, and interaction.

The result is a forward-looking complex that will sharpen LSU's competitive edge among the top colleges in the nation, enhance the ability to recruit top faculty and students, and serve as the catalyst for economic success in the region.

The E. J. Ourso College has received a generous \$50,000 gift from Gerald and Teri Fontenot.

Gerald served as president of Fontenot Properties Inc, a private company in Baton Rouge, LA. The company managed Gerald's franchise of The UPS Store, formerly known as Mail Boxes Etc, which provides packing, shipping, printing and mailbox services. Upon retiring, Gerald sold his franchise. However, he currently manages rental properties which he owns in Ruston, LA and Florida.

Teri has served as the president and chief executive officer of Woman's Hospital since 1996. Woman's Hospital, located in Baton Rouge, is a regional referral hospital for obstetrics, newborn, and women's cancer care. It is the largest birthing facility in Louisiana and the only hospital in Louisiana to be named as one of the "Top 100 Best Places to Work in Healthcare". Prior to obtaining her current position, Teri served as Woman's Hospital executive vice president, chief financial officer and treasurer as well as chief financial officer at St. Francis Medical Center in Monroe, LA and at Opelousas General Hospital in



**RECOMMENDATION TO NAME THE
SOFTBALL OBSERVATION DECK AT TIGER PARK
THE "YVETTE GIROUARD OBSERVATION DECK"**

To: Members of the Board of Supervisors

Date: March 16, 2012

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

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

1. Summary of the Matter

Louisiana State University is recommending to name the Softball Observation Deck at Tiger Park the "Yvette Girouard Observation Deck".

Yvette Girouard is synonymous with outstanding softball. Her effect on LSU, the SEC and NCAA Softball has been powerful. A pioneer of the game, the 2005 National Fastpitch Coaches Association (NFCA) Hall of Fame inductee amassed 1,285 career victories, 526 of them coming from LSU, to rank second in NCAA history.

Girouard's legacy is steeped in championship tradition as the four-time SEC Coach of the Year guided the Tigers to two of Women's College World Series appearances (2001 and 2004) in addition to three SEC Regular Season championships (2001, 2002, and 2004) and four SEC Tournament titles (2001, 2002, 2004, 2007). She also coached nine different players to 14 All-American selections during her 11 seasons at LSU.

The Broussard native played an instrumental role to the opening of the new Tiger Park, the single largest monetary investment LSU has made exclusively to any women's sport in school history. Girouard played her own personal touch by giving the architects many of the ideas for the park's unique features, including the arches at the front of the stadium and the 1,000 seat outfield berm.

It is because of her accomplishments at LSU and nationally that we request to name the Observation Deck at Tiger Park the "Yvette Girouard Observation Deck".

ATTACHMENTS:

- Memorandum from Chancellor Michael Martin
- Memorandum from Vice Chancellor and Athletic Director Joe Alleva
- Letter from Paul E. Hoffman, Chair of Naming University Facilities Committee

RECOMMENDATION

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

"NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the naming of the Softball Observation Deck at Tiger Park the "Yvette Girouard Observation Deck"."



RECEIVED

FEB 14 2012

PROPERTY & FACILITIES

OFFICE OF THE
PRESIDENT

FEB 14 2012

LSU SYSTEM

MEMORANDUM
Office of the Chancellor

To: John V. Lombardi
President, LSU System

Date: February 14, 2012

From:  Michael Martin
Chancellor

Re: Yvette Girouard Observation Deck, Tiger Park

The Committee on Naming University Facilities has recommended that the Observation Deck at Tiger Park be named the "Yvette Girouard Observation Deck" in recognition of her long and exemplary career as the coach of Women's softball teams at LSU and her leadership in that sport at the national level.

Therefore, I enthusiastically concur in this recommendation and request that in accordance with PS-70 you forward this proposal to the Board of Supervisors for inclusion on the March 2012 meeting agenda.

Attachments

cc: Vice Chancellor and Athletic Director, Joe Alleva



TO: Michael Martin, Chancellor
FROM: Joe Alleva, Vice Chancellor & Director of Athletics
RE: Naming of softball observation deck for Yvette Girouard
DATE: January 16, 2012

This letter is to recommend that the observation deck at Tiger Park be named in honor of former head softball coach Yvette Girouard per the criteria outlined in University PS-70.

Pick whatever criteria you want to use and you'll get the same result: Yvette Girouard is synonymous with outstanding softball.

Her effect on LSU, the SEC and NCAA Softball has been powerful. A pioneer of the game, the 2005 National Fastpitch Coaches Association (NFCA) Hall of Fame inductee amassed 1,285 career victories, 526 of them coming at LSU, to rank second in the NCAA history.

Girouard's legacy is steeped in championship tradition as the four-time SEC Coach of the Year guided the Tigers to a pair of Women's College World Series appearances (2001 and 2004) in addition to three SEC Regular Season championships (2001, 2002 and 2004) and four SEC Tournament titles (2001, 2002, 2004 and 2007). She also coached nine different players to 14 All-American selections during her 11 seasons at LSU.

The Broussard, La., native played an instrumental role to the opening of the new Tiger Park, the single largest monetary investment LSU has made exclusively to any women's sport in school history. Girouard played her own personal touch by giving the architects many of the ideas for the park's unique features, including the arches at the front of the stadium and the 1,000-seat outfield berm.

For her many unique contributions to LSU and her advancement of women's athletics, I recommend that the observation deck at Tiger Park be named the Yvette Girouard Observation Deck.

February 14, 2012

TO: Chancellor Michael V. Martin

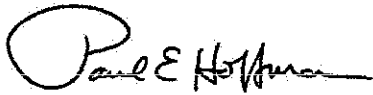
FROM: Naming University Facilities Committee

RE: Naming Proposal 2012-09, Girouard Observation Deck, Tiger Park
Dear Chancellor,

Attached please find a memo from Vice Chancellor Joe Alleva recommending that the observation deck at Tiger Park be named for Coach Yvette Girouard in recognition of her long and exemplary career as the coach of the women's softball teams at LSU and her leadership in that sport at the national level.

Your Naming University Facilities Committee has reviewed this proposal and recommends its approval.

For the Committee,

A handwritten signature in black ink that reads "Paul E Hoffman". The signature is written in a cursive style with a large, looped initial "P".

Paul E. Hoffman, Chair
Naming University Facilities Committee

Paul W. and Nancy W. Murrill Distinguished Professor
And Professor of History

Attached: Memo of Vice Chancellor Joe Alleva, January 16, 2012
CC: Bunnie R. Cannon
Jane W. Cassidy



**NAMING APPROVAL OF THE
"MORAN FAMILY CENTER FOR ATHLETIC ADMINISTRATION"**

To: Members of the Board of Supervisors

Date: March 16, 2012

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

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

1. Summary of Matter

Louisiana State University is recommending naming approval of the "Moran Family Center for Athletic Administration" in honor of Frank Scott Moran and his wife Espe Moran.

Frank Scott Moran is the founder and CEO of Moran Oil Company, an oil and gas production company established in 1969 and based in Grand Cane, Louisiana. He is a passionate supporter of LSU Athletics who with his wife Espe, has been instrumental in building the base of supporters for LSU Athletics in his hometown of Shreveport, Louisiana. Within the last several years, Scotty and Espe Moran have established a booster club in Shreveport (The Bengal Belles – Shreveport Chapter). Each year a luncheon is held in Shreveport that hosts over 800 Tiger Fans. These fans give to LSU by financially supporting the Belles, an organization which has donated over a million dollars to the LSU Academic Center for Athletes over the last ten years.

Mr. Moran is a member of the Tiger Athletic Foundation and currently serves on the Board of Directors. In addition to giving freely of his time and providing funds required to underwrite the proposed project, Mr. Moran has been a key financial supporter of LSU Athletics and the Tiger Athletic Foundation. Previous gifts provided by Mr. Moran have included a donation underwriting the design and construction of an artificial turf practice field at LSU's Football Operations Facility and the lead donation supporting the window replacement project at Tiger Stadium.

Mr. Moran also serves on the Board of Directors for "Hope for the Warriors," a national non-profit organization that supports wounded US service members, their families, and families of the fallen. Scotty and Espe have made regular trips to Walter Reed Hospital to visit with wounded servicemen and their families, and they have hosted a number of fundraisers to support this cause. With support from the Morans and others, Hope for the Warriors has been able to expand both its programs and the number of wounded servicemen and families it is able to serve.

Recently the Morans found a way to blend their passionate desire to support our nation's veterans with their love and support for LSU by providing funding for the first two years of the LSU Stephenson Entrepreneurship Institute's Boot Camp for Veterans with Disabilities Program. LSU will have the distinction of being one of only seven universities in the nation to offer this type of program. The inaugural class of veterans to take part in this program will begin their work in February, 2012.

In summary, Mr. Moran has provided timely, essential and generous on-going support for LSU's programs, facilities and students. His motivation in giving has never involved self-interest or recognition, but is best expressed in words that he has spoken on many occasions: "God has given me so much – and I like to see it go to good works."

ATTACHMENTS:

- Memorandum from Chancellor Michael Martin

RECOMMENDATION

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

"NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the naming of the "The Moran Family Center for Athletic Administration".

BE IT FURTHER RESOLVED that the President and the Board express their appreciation for the support by the Morans to the LSU System."



RECEIVED

FEB 23 2012

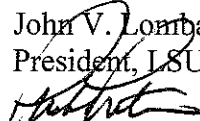
PROPERTY & FACILITIES

MEMORANDUM

Office of the Chancellor

To: John V. Lombardi
President, LSU System

Date: February 20, 2012

From: 
Michael Martin
Chancellor

Re: The Moran Family Center for Athletic Administration

In honor of Scotty and Espe Moran and their extreme generosity to LSU, I recommend the naming of "The Moran Family Center for Athletic Administration."

Therefore, I request that in accordance with PS-70 you forward this proposal to the Board of Supervisors for inclusion on the March meeting agenda.



REPORT OF SYSTEM STAFF ON A SIGNIFICANT BOARD MATTER

LSU A&M – Proposal to Amend the Additional Compensation Policy for Post-Season Athletic Events

Date: March 16, 2010

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

1. Significant Board Matter

Board approval of this matter is required by Bylaws Art. VII, section 8:

D.5.c Other matters which reasonably should be considered to require Board approval

2. Summary of the Matter

Existing Board policy provides a schedule for paying additional compensation to coaches and other Athletic Department staff for extra work performed as a consequence of their teams participating in post-season play. This policy governs post-season compensation only for coaches and employees whose contracts of employment does not specify the amount of post-season compensation they will receive. For those employees who have contracts which include a post-season compensation payment schedule, this policy change will have no effect.

The current policy was last adopted in 2007, and the campus has recently completed a survey of other SEC schools to compare the current policy with LSU's peers. The survey revealed that most SEC peer programs separate their conference compensation from NCAA post-season compensation. The proposed amended policy will bring LSU in line with this practice, by separating SEC accomplishments from NCAA accomplishments. Additionally, the proposal modifies some of the levels and percentages of compensation for NCAA post-season play.

The policy makes clear that the NCAA post-season additional compensation is not cumulative, and that the employees receive only the amount of additional compensation provided for the highest NCAA post-season accomplishment of the team. However, post-season compensation for NCAA accomplishments will be cumulative to post-season compensation for being the SEC champion. For example, if the team wins the SEC championship and also appears in the NCAA tournament, under the proposed policy the coach would receive the 8% post-season compensation for the SEC championship plus the post-season amount for attending the NCAA tournament. In all sports, the post-season compensation

amount for winning the SEC championship will be 8%. The amount for winning the national championship will be 16%. The maximum amount of post-season compensation which could be earned would therefore be 24% (that is, the 8% SEC championship plus the 16% NCAA championship).

Note that the amounts for football have been deleted entirely from this proposal. Currently, all football coaches who are contractually entitled to receive post-season compensation have their compensation amounts expressly established in their contracts, and would not be affected by this policy. The Athletic Department reports that it intends to continue this practice in the future, and thus there is no need for the policy to reference football.

In several sports, the men's and women's teams are coached by the same employees. For these sports, the new policy will provide for the possibility of both teams competing in post-season play. In such cases, the employee will receive the full amount for the highest-achieving team, and half of the normal amount for the other team. For example, in NCAA Post-Season competition, if the Women's Swimming team wins the national championship and the Men's Swimming team finishes in the Top 5, the Men's & Women's Swimming & Diving coaches would receive a total additional compensation of 21% of base salary: 16% for the women's national championship and 5% for the men's Top 5 finish. Additionally, for SEC competition, should the women win the SEC championship and the men finish 2nd or lower, the SEC compensation would equal 8% of their base salary. Should both the men's and the women's team win the SEC, the SEC compensation would equal 12% of their base salary.

3. Review of Business Plan

All funds for post-season compensation are self-generated by the Athletic Department. No state general fund or tuition dollars are used.

4. Review of Documents Related to Referenced Matter

The policy revision has been reviewed by the System Office of General Counsel.

5. Other

6. Certification of campus (or equivalent) re. Art. VII, § 8.E

The Chancellor's submission of the proposed policy revisions constitutes an express certification that the information submitted is complete and accurate.

ATTACHMENTS:

1. Proposed revised Additional Compensation Policy for Post-Season Athletic Events.

RECOMMENDATION

The campus recommends that the Board approve the proposed Additional Compensation Policy for Post-Season Athletic Events.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College approves the proposed revised Additional Compensation Policy for Post-Season Athletic Events at LSU A&M.

Amendments to Additional Compensation Policy for Post-Season Athletic Events at
Louisiana State University

(Deletions are in ~~strikethrough~~ and additions in *italics*.)

Provisions for Additional Compensation

The LSU Board of Supervisors has authorized the University to pay additional compensation to coaches and other Departmental staff for extra work performed in connection with the following post-season athletic events:

- Recognized SEC Champions;
- Football bowl games;
- Football Championship Games;
- NCAA Basketball Tournament;
- Baseball and Softball College World Series;
- NCAA Regional Tournaments;
- NCAA National Finals;
- National Championships

The recognized SEC Champion is the term used for the school (or schools in case of a tie) that is recognized by the SEC as the champion of that sport. In some cases such as soccer, men's & women's track and field, men's and women's swimming and diving, men's & women's golf, men's and women's tennis, and gymnastics the champion is determined by one event involving SEC schools. In other cases such as men's and women's basketball, baseball, softball, and volleyball, the SEC Champion is determined by SEC regular season play. These sports may have a tournament where the winner is acknowledged as the SEC Tournament Champion. This policy is not intended to award additional compensation for the designation of SEC Tournament Champion.

The Director of Athletics will determine the persons who are entitled to receive additional compensation and the amount of compensation to which entitled. The additional compensation, typically is a percentage of the base pay unless otherwise noted in Schedule A of employment contracts and it is based upon the extra work required of each person, but cannot exceed the following:

- Football SEC Championship Game
~~4% for participation in SEC Championship Game~~
Contracted employees amounts are listed in Schedule A of their Contract
- Football Bowl Games
~~8% for Non-BCS Bowl~~

~~16% for BCS Bowl~~

~~20% for BCS National Championship Game~~

~~24% for BCS National Championship~~

Contracted employees amounts are listed in Schedule A of their Contract

Non contracted employees' amounts are dependent upon level of work performed for the bowl game; these amounts are recommended by the Director of Athletics and approved by the Chancellor

Baseball & Softball

8% for Recognized SEC Champion and/or the highest following NCAA achievement:

4% for NCAA Selection

8% for Advancing to *Super* Regional Tournament (Final 16)

~~8% for Recognized SEC Champion or SEC Tournament Champion~~

~~10% for Recognized SEC Champion AND SEC Tournament Champion~~

10% for College World Series (CWS)

12% for Participation in CWS Championship Series

16% for NCAA Championship

The maximum additional compensation that an individual can earn for baseball or softball post-season competition per season is 1624%.

Men's & Women's Basketball

8% for Recognized SEC Champion and/or the highest following NCAA achievement:

4% for NCAA Selection

6% for NCAA Final 32

8% for NCAA Sweet Sixteen

~~8% for Recognized SEC Champion or SEC Tournament Champion~~

~~10% for Recognized SEC Champion AND SEC Tournament Champion~~

10% for NCAA Elite Eight

~~10%~~12% for Participation in NCAA Final Four

~~12% for Participation in NCAA Championship game~~

16% for NCAA Championship

The maximum additional compensation that an individual can earn for men's or women's basketball post-season competition per season is 1624%.

- Gymnastics
8% for Recognized SEC Champion and/or the highest following NCAA achievement:
4% for NCAA Selection
8% for Advancing to National Championship (Top 12)
~~8% for Recognized SEC Champion~~
~~10% 12% for Advancing to NCAA Super Six~~
~~12% for NCAA 2nd place finish~~
16% for NCAA Championship

An individual will receive post-season compensation for the highest accomplishment that the TEAM earns during a particular season. No post-season compensation will be earned for INDIVIDUAL post-season accomplishments.

The maximum additional compensation that an individual can earn for women's gymnastic post-season competition per season is 1624%.

- Volleyball
8% for Recognized SEC Champion and/or the highest following NCAA achievement:
4% for NCAA Selection
6% for Final 32
8% for NCAA Final Sixteen
10% for NCAA Elite Eight
~~8% for Recognized SEC Champion or SEC Tournament Champion~~
~~10% for Recognized SEC Champion AND SEC Tournament Champion~~
~~10% 12% for Participation in NCAA Final Four~~
~~12% for Participation in NCAA Championship Match~~
16% for NCAA Championship

The maximum additional compensation that an individual can earn for women's volleyball post-season competition per season is ~~16~~**24%**.

- Soccer
8% for Recognized SEC Champion and/or the highest following NCAA achievement:
4% for NCAA Selection
6% for Final 32
8% for NCAA Final Sixteen
10% for NCAA Elite Eight
~~8% for Recognized SEC Champion or SEC Tournament Champion~~
~~10% for Recognized SEC Champion AND SEC Tournament Champion~~
10%/12% for Participation in NCAA Final Four
~~12% for Participation in NCAA Championship Match~~
16% for NCAA Championship

The maximum additional compensation that an individual can earn for women's soccer post-season competition per season is ~~16~~**24%**.

- Men's & Women's Golf
8% for Recognized SEC Champion and/or the highest following NCAA achievement:
4% for NCAA Selection
8% for NCAA Championship Tournament
~~4% for Participation in NCAA National Championship Tournament~~
~~8%~~*10%* for NCAA Top 10 Finish at National Championship Tournament
~~8% for Recognized SEC Champion~~
~~10%~~*12%* for NCAA Top 5 Finish at National Championship Tournament
~~12% for NCAA 2nd place Finish at National Championship Tournament~~
16% for NCAA Championship

An individual will receive post-season compensation for the highest accomplishment that the TEAM earns during a particular season. No post-season compensation will be earned for INDIVIDUAL post-season accomplishments.

The maximum additional compensation that an individual can earn for men's & women's golf post-season competition per season is 1624%.

Men's & Women's Tennis

8% for Recognized SEC Champion and/or the highest following NCAA achievement:

4% for NCAA Selection

6% for Final 32

8% for NCAA Final Sixteen

~~8% for Recognized SEC Champion or SEC Tournament Champion~~

~~10% for Recognized SEC Champion AND SEC Tournament Champion~~

10% for NCAA Elite Eight

~~10% 12% for Participation in NCAA Final Four~~

~~12% for Participation in NCAA Championship Match~~

16% for NCAA Championship

An individual will receive post-season compensation for the highest accomplishment that the TEAM earns during a particular season. No post-season compensation will be earned for INDIVIDUAL post-season accomplishments.

The maximum additional compensation that an individual can earn for men's & women's tennis post-season competition per season is 1624%.

Men's & Women's Swimming

8% for Recognized SEC Champion and/or the highest following NCAA achievement:

4% for NCAA Top 15 Finish at National Championship Meet

8% for NCAA Top 10 Finish at National Championship Meet

~~8% for Recognized SEC Champion~~

10% for NCAA Top 5 Finish at National Championship Meet

12% for NCAA 2nd Place Finish at National Championship Meet

16% for NCAA Championship

NOTES:

A. To calculate additional compensation for NCAA events for Swimming & Diving the Athletics Department has to perform the following steps:

1. determine the highest NCAA achievement for the men's team Swimming & Diving (the same step is done for the women's team);
2. determine whether the men's or women's finish is the highest accomplishment;
3. pay the additional compensation for the highest gender accomplishment per the percentages listed above;
4. pay the additional compensation for the lower gender accomplishment at a rate of one-half of the percentages listed above;
5. maximum additional compensation that an individual can earn for NCAA post-season competition is 24%.

B. To calculate additional compensation for SEC events for Swimming & Diving the Athletics Department has to perform the following steps:

1. should the men's team or women's team win the SEC Championship then the amount for post-season compensation will be 8%;
2. should the men's AND women's team win the SEC Championship then the amount for post-season compensation will be 12%.

An individual will receive post-season compensation for the ~~highest~~ accomplishment that the TEAM earns during a particular season. No post-season compensation will be earned for INDIVIDUAL post-season accomplishments.

The maximum additional compensation that an individual can earn for men's and women's swimming & diving post-season competition per season is 2436%.

Men's & Women's Track & Field

8% for Recognized SEC Champion and/or the highest following NCAA achievement:

4% for NCAA Top 15 Finish at National Championship Meet

8% for NCAA Top 10 Finish at National Championship Meet

~~8% for Recognized SEC Champion~~

10% for NCAA Top 5 Finish at National Championship Meet

12% for NCAA 2nd Place Finish at National Championship Meet

16% for NCAA Championship

NOTES:

- A. *To calculate additional compensation for NCAA events for Swimming & Diving the Athletics Department has to perform the following steps:*
- 1. determine the highest NCAA achievement for the men's team in Cross Country, Indoor Track & Field, and Outdoor Track & Field (the same step is done for the women's team);*
 - 2. determine whether the men's or women's finish is the highest accomplishment;*
 - 3. pay the additional compensation for the highest gender accomplishment per the percentages listed above;*
 - 4. pay the additional compensation for the lower gender accomplishment at a rate of one-half of the percentages listed above;*
 - 5. maximum additional compensation that an individual can earn for NCAA post-season competition is 24%.*
- B. *To calculate additional compensation for SEC events for Track & Field the Athletics Department has to perform the following steps:*
- 1. should the men's team or women's team win the SEC Championship in either Cross Country, Indoor Track & Field, or Outdoor Track & Field then the amount for post-season compensation will be 8% (only one SEC Championship will be counted per gender);*
 - 2. should the men's AND women's team win the SEC Championship in either Cross Country, Indoor Track & Field, or Outdoor Track & Field then the amount for post-season compensation will be 12% (for example, the women's team wins the Indoor SEC Track & Field event and the men's team wins the Outdoor SEC Track & Filed event);*
 - 3. maximum additional compensation that an individual can earn for SEC post-season competition is 12%.*

An individual will receive post-season compensation for the ~~highest~~ accomplishment that the TEAM earns during a particular season. No post-season compensation will be earned for INDIVIDUAL post-season accomplishments.

The maximum additional compensation that an individual can earn for men's and women's swimming & diving post-season competition per season is 2436%.

The terms of this compensation may differ where dictated by personal contract. The recommendations of the Director of Athletics are submitted through the Chancellor and the President for approval by the LSU Board of Supervisors.

ADDITIONAL COMPENSATION FOR ATHLETIC DEPARTMENT STAFF

The Director of Athletics will recommend to the Chancellor the Athletic Department staff who are entitled to receive additional compensation and the amount of compensation to which they are entitled. The additional compensation is based upon the extra work required of each person.



Request approval to establish restricted account for the Center for Geoinformatics (CG4) at LSU A&M

To: Members of the Board of Supervisors

Date: March 16, 2012

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

1. Significant Board Matter

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

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

2. Summary of the Matter

LSU A&M requests approval to establish a restricted account for the Center for Geoinformatics (C4G) for revenues associated with fees collected by the University for subscription to GULFNet services.

C4G created a real-time network (RTN) of Continuously Operating Reference Stations (CORS) by combining LSU GPS receivers from the USM Gulf Coast Geospatial Center, Texas Department of Transportation and NOAA's Earth System Research Laboratory. The GULFNet services provide infrastructure software that connects and monitors the GPS devices.

The C4G is not supported by state appropriations. Subscription renewals and fees for c4G services are due at various times throughout the fiscal year. The fees collected during the fiscal year and any fees that are carried forward will be restricted for the operations of the C4G program. All staff salaries and expenditures for this program will be funded by the C4G account.

It is imperative that funds be carried forward to ensure that staff salaries and other expenditures can be paid, particularly in the first 3 to 6 months of each fiscal year to ensure proper cash flow. The restricted account will also allow C4G to accumulate funds for new and/or replacement equipment when necessary.

The Center for Geoinformatics provides a very critical service for many sectors within the state. A restricted account will provide the mechanism to support the financial viability of the program and ensure its continued success.

3. Fiscal Impact

Approval of this request will allow LSU A&M to restrict the funds collected for the subscription to GULFNet services for the purpose of operating and maintaining the state's

real time network of continuously operating reference stations (revenue currently estimated at \$300,000 from these self-generated fees). Currently, the services provided are single user services. Then center, however is working on a Dealer Agreement which will allow bulk subscription sales to dealers who in turn will sell to individual users. This model will increase anticipated revenue by providing services to a new sector. Once the dealer agreements are in place, it is anticipated that future revenues could be in excess of \$500,000 per year.

4. Review of Documents Related to Referenced Matter

The proposed request from the campus has been reviewed by the system's chief financial officer.

Attachments

- (I) Letter from Mike Martin, Chancellor at LSU A&M requesting approval to establish the restricted account
- (II) Estimated Center for Geoinformatics (C4G) GULFNet Budget
- (III) C4Gnet Flyer

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

“NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve establishing a restricted account for the Center for Geoinformatics (C4G). The funds are to be used exclusively for the operation, acquisitions and maintenance of the C4G program in accordance with the agreement or agreements entered into by the Center for Geoinformatics.”



Attachment I

OFFICE OF THE
PRESIDENT

FEB 13 2012

Office of the Chancellor

LSU SYSTEM

To: John V. Lombardi
President
LSU System

Date: February 10, 2012

From: 
Michael Martin
Chancellor

Subject: Request for Restricted Account-Center for Geoinformatics (C4G)

Louisiana State University requests approval to establish a restricted fee account for the Center for Geoinformatics (C4G). The revenues associated with this program are fees collected for the subscription to GULFNet services. C4G created a Real-Time Network (RTN) of Continuously Operating Reference Stations (CORS) by combining LSU GPS receivers with receivers from the USM Gulf Coast Geospatial Center, Texas Department of Transportation and NOAA's Earth System Research Laboratory. The GULFNet services provide infrastructure software that connects and monitors the GPS devices.

The C4G is not supported by state appropriations. Subscription renewals and fees for C4G services are due at various times throughout the fiscal year. The fees collected during the fiscal year and any fees that are carried forward will be restricted for the operations of the C4G program. All staff salaries and expenditures for this program will be funded by the C4G account. It is imperative that funds be carried forward to ensure the staff salaries and other expenditures can be paid, particularly in the first 3 to 6 months of each fiscal year. The restricted account will also allow C4G to accumulate funds for new and/or replacement equipment.

The Center for Geoinformatics provides a very critical service for many sectors within the state. A restricted account will support the financial viability of the program and ensure its continued success.

Should you have any questions please contact me.

Attachment

Attachment II

Louisiana State University
Center for Geoinformatics (C4G)
GULFNet Budget

FY 11-12 (estimated):

Subscription Revenue:	\$300,000
Expenditures:	
Staff including Fringe Benefits	\$92,600
Travel	\$5,000
Operating Services	\$22,400
Equipment and Supplies	<u>\$180,000</u>
Total Expenditures	\$300,000

Possible Future Budget with Dealer Agreement Expansion*(estimated):

Anticipated increase in estimated revenues:

Currently, the services provided are single user services. C4G is working on a Dealer Agreement which will allow bulk subscription sales to dealers (i.e., agricultural dealers) who in turn will sell to individual farmers. This model will increase revenue by providing services to a new sector. Once the dealer agreements are in place, it is anticipated that future revenues could be in excess of \$500,000 per year.

Subscription Revenue:	\$500,000
Expenditures*	
Staff including Fringe Benefits	\$370,000
Travel	\$20,000
Telecommunications/off site servers	\$30,000
Equipment and supplies	<u>\$80,000</u>
Total Expenditures	\$500,000

*The increased operating budget reflects anticipated Dealer Agreement and the increase required for three positions currently funded by a NOAA grant in the no-cost extension phase. The expiration of the NOAA grant will require the transfer of these three positions to the C4G account in early to mid FY 12.



LOUISIANA STATE UNIVERSITY CENTER FOR GEOINFORMATICS

C4Gnet Real-Time Network



"Positioning Louisiana for the future"

LSU C4G AND LOUISIANA SPATIAL REFERENCE CENTER PROUDLY LAUNCH THE NEXT GENERATION OF GPS/GNSS REAL-TIME NETWORKS FOR PRECISION POSITIONING

SERVICES AVAILABLE

- **PRECISION SURVEY GRADE
GPS/GNSS RTN**

Geodetic control surveys
Construction stake-out
Hydro-surveying
Dredging
Machine guidance for construction

- **PRECISION AGRICULTURE
GPS/GNSS RTN**

Guidance—driver fatigue
Variable rate Technology (VRT)

- **MAPPING/GIS DGPS/DGNSS RTN**

Topography mapping
Asset Inventory
Data Collection

- **POST PROCESSING DATA**

Custom Input /Output
Up to 1 second data available
67 CORS statewide

- **DEFORMATION MONITORING**

Strain monitoring of dams, bridges,
and offshore platforms.

C4Gnet uses the same infrastructure that is the foundation of GULFNet RTN. C4Gnet RTN however adds the robustness of an enterprise-class commercial datacenter & hosting facility as the network backbone. All C4Gnet servers will remain up-and-running 24 hours a day, 7 days a week, 365 days a year. The lights are always on and the internet is always available. C4Gnet is able to deliver the highest level of reliability through the following features:

- Multiple-provider fiber trunk internet access.
- Redundant power grid suppliers.
- Multiple backup generators.
- Onsite 24/7 staff of engineers to manage security, networking and systems.
- Supports Statewide GPS and GLONASS connections.
- Includes over 27 National CORS
- Tied to the National Spatial Reference System (NSRS).
- Meets or exceeds all NGS guidelines.
- Supports RTCM 2.x, RTCM 3.x,

CMR, CMR+ and the new CMRx formats.

- Network Information via RSS feed.
- Redesigned Reference data shop.
- Live Web Based Sensor Map.
- Session Overview for users.
- Network Reporting in Web Portal
- I95 ionosphere, IRIM/GRIM current and historical Reporting.
- Position Scatter Plots for all CORS.
- Structural Integrity Monitoring @ mm Precisions in Real-Time.
- Provides VRS technology.
- True network solutions.
- "Instant" positioning — 3 min. control point.
- No ppm error.
- Post-processing w/ 1 second data.

C4Gnet supports ALL BRANDS of receivers and currently has rovers from the following brands of GPS/GNSS equipment:

- Applanix
- Ashtech
- Leica
- Spectral Precision
- POSTG
- Sokkia
- Topcon
- Trimble



RECOMMENDATIONS FOR HONORARY DEGREES

Date: March 16, 2012

1. Significant Board Matter

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

D.4.d. Conferring emeritus titles and all honorary degrees.

2. Summary

The LSU System received three nominations for honorary degrees proposed to be awarded at May 2012 Commencement Ceremonies.

LSU Health Science Center New Orleans and Pennington Biomedical Research Center

Dr. Rudolf L. Leibel, a distinguished professor of diabetes research at Columbia University, who has made many contributions to understanding the molecular genetics and developmental processes related to obesity. He is a member of many distinguished honorary organizations, including the Institute of Medicine of the National Academy of Sciences. He has provided valuable advice and counsel to Pennington Biomedical leadership by serving several terms as a member of the External Advisory Board.

LSU A&M

Dr. Mary Lou Applewhite, a graduate of LSU and the LSUHSC-NO, a distinguished physician, long-time major supporter of LSU, including service on the LSU Foundation, LSU Alumni Association, and the LSU College of Science Dean's Circle, and a member of numerous professional boards.

Mr. Sean Reilly, CEO of Lamar Advertising Company, a former member of the Louisiana Legislature, active participant in numerous civic organizations, a long-time supporter of the Manship School of Mass Communication, and recently Co-chair of the Flagship Coalition.

These three requests were independently reviewed and recommended by the appropriate campus faculty committee, by campus academic administrators and by a majority of the voting members of the LSU System-wide Committee on Awarding of Honorary Degrees.

3. Review of Documents

Attachment A: Documents Submitted by the LSU Health Science Center New Orleans and Pennington Biomedical Research Center in support of the nomination of Dr. Rudolf L. Leibel

Attachment B: Documents Submitted by LSU A&M in support of the nomination of Dr. Mary Lou Applewhite

Attachment C: Documents Submitted by LSU A&M in support of the nomination of Mr. Sean Reilly

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

Each nomination was recommended by the Chancellor of the respective campus (LSU Health Science Center New Orleans and LSU A&M) or the Executive Director of the Pennington Biomedical Research Center.

RECOMMENDATION

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

“NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College approves the following nominations for honorary degrees to be awarded at May 2012 Commencement Ceremonies:

Rudolf L. Leibel, M.D., Honorary Doctor of Medicine *Honoris Causa*

Mary Lou Applewhite, M.D., Honorary Doctor of Humane Letters *Honoris Causa*

Mr. Sean Reilly, Honorary Doctor of Humane Letters *Honoris Causa*

ATTACHMENT A



Health Sciences Center

NEW ORLEANS

Office of the Vice Chancellor for Academic Affairs and
Dean, School of Graduate Studies

School of Medicine
School of Dentistry
School of Nursing
School of Allied Health Professions
School of Graduate Studies
School of Public Health

January 12, 2012

Carolyn Hargrave, Ph.D.
Vice President for Academic Affairs
and Technology Transfer
LSU System Office
3810 West Lakeshore Drive, Suite 115
Baton Rouge, LA 70808

Dear Dr. Hargrave:

Please find attached documents supporting a request from the LSU Health Sciences Center – New Orleans, along with the Pennington Biomedical Research Center, to confer an honorary Doctorate of Medicine – Honoris Causa on Rudolf L. Leibel, M.D. at our commencement on May 17, 2012.

If you should require any additional documentation for the Board of Supervisors approval process please contact my office.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Moerschbaecher'.

Joseph M. Moerschbaecher, III, Ph.D.
Vice Chancellor for Academic Affairs
and Dean of the School of Graduate Studies

LSU SYSTEM

JAN 17 2012

OFFICE OF ACADEMIC AFFAIRS



OFFICE OF THE CHANCELLOR

SCHOOL OF ALLIED HEALTH PROFESSIONS
SCHOOL OF DENTISTRY
SCHOOL OF GRADUATE STUDIES
SCHOOL OF NURSING
SCHOOL OF MEDICINE IN NEW ORLEANS
SCHOOL OF PUBLIC HEALTH

January 12, 2012

President John Lombardi
LSU System Office
3810 West Lakeshore Drive
Baton Rouge, LA 70808

Dear President Lombardi:

The LSU Health Sciences Center-New Orleans, along with the Pennington Biomedical Research Center would like to confer a honorary Doctorate of Medicine-Honors Causa to Rudolph L. Leibel, M.D. at our commencement on May 17, 2012. All documents supporting this request are attached. This action required approval of the LSU Board of Supervisors and we appreciate your support of this request.

Sincerely,

A handwritten signature in cursive script that reads "Larry Hollier, MD".

Larry H. Hollier, M.D.
Chancellor



Pennington Biomedical Research Center
LOUISIANA STATE UNIVERSITY SYSTEM

January 5, 2012

Dr. Larry Hollier
Chancellor
LSU Health Sciences Center – New Orleans
433 Bolivar Street, 8th Floor
New Orleans, LA 70112

Dear Chancellor Hollier,

This is to confirm that we have identified an honorary doctorate candidate for the May 17th commencement ceremony of the LSUHSC. His name is Dr. Rudolph L. Leibel, the Christopher J. Murphy Memorial Professor of Diabetes Research at Columbia University.

Dr. Leibel has made many contributions to our understanding of the molecular genetics and developmental processes related to obesity, type 2 diabetes and body weight control by initiating the molecular cloning of the leptin gene. He is a member of the Institute of Medicine of the National Academy of Sciences and the Federal Advisory Council of the National Institute of Diabetes and Digestive and Kidney Diseases (NIDDK), among several other prestigious memberships. Dr. Leibel has provided advice and counsel to Pennington Biomedical leadership by serving on several terms as a member of its External Advisory Board and presently serves as the Chair of the NIDDK funded Nutrition and Obesity Research Center at Pennington Biomedical.

I am available to help you with the administrative steps that have to be taken to obtain the approval of the Board for this honorary doctorate of science to be granted in May and have attached a draft resolution to be presented to the LSU System/Board of Supervisors for approval.

Best regards,

A handwritten signature in black ink, appearing to read "Steven B. Heymsfield".

Steven B. Heymsfield, M.D.
Executive Director

The Louisiana State University Health Sciences Center in New Orleans and the Louisiana State University System Pennington Biomedical Research Center resolve that:

Whereas, Rudolph L. Leibel, who received his M.D. from Albert Einstein College of Medicine, has made significant and influential scientific discoveries throughout his career, and

Whereas, Dr. Leibel has had a distinguished and productive career as a physician and researcher serving in faculty positions at Harvard University School of Medicine, Rockefeller University, Cornell University Medical College, and subsequently at Columbia University College of Physicians and Surgeons where he has been since 1997, and

Whereas, Dr. Leibel throughout his research career has worked in obesity research for over 25 years and published over 300 peer reviewed scientific papers, which have been cited over 13,000 times in the world scientific literature, and

Whereas, Dr. Leibel is a member of the Institute of Medicine of the National Academy of Sciences and the Federal Advisory Council of the National Institute of Diabetes and Digestive and Kidney Diseases (NIDDK), among several other prestigious memberships, and

Whereas, Dr. Leibel is internationally recognized for his work in obesity research and has received a number of prominent awards and honorary lectureships, and

Whereas, Dr. Leibel has made an outstanding contribution to our understanding of the molecular genetics and developmental processes related to obesity, type 2 diabetes and body weight control by initiating the molecular cloning of the leptin gene, and

Whereas, Dr Leibel has made pioneering discoveries in the role of leptin and other newly discovered hormones in the bioenergetics regulation of body weight in rodents and humans,

Whereas, Dr. Leibel's career provides a superb illustration of scientific excellence, and

Whereas, Dr. Leibel serves on the editorial boards of the *Journal of Clinical Investigation*, *International Journal of Obesity*, and *Obesity Research*, and

Whereas, Dr Leibel provided advice and counsel to Pennington Biomedical leadership by serving on several terms as a member of its External Advisory Board and presently as the Chair of the NIDDK funded Nutrition and Obesity Research Center at Pennington Biomedical.

Now, therefore, be it resolved that on this 17th day of May, 2012, the Louisiana State University Health Sciences Center in New Orleans and the Pennington Biomedical Research Center are pleased to confer Doctorate of Medicine Honoris Causa to Rudolph L. Leibel, M.D.

CURRICULUM VITAE**PERSONAL DATA**

Name: Rudolph L. Leibel, M.D.
Birth Place: Washington, D.C.
Citizenship: U.S.
Marital Status: Married, 2 children

ADDRESSES:

Home: 464 Riverside Drive, Apt. 91
New York, New York 10027-6822
Phone: (212) 865-7522

Office: Columbia University College of Physicians and Surgeons
Russ Berrie Medical Science Pavilion, Room 620
1150 St. Nicholas Avenue
New York, New York 10032

Phone: 212-851-5257
Fax: 212-851-5306
Email: RL232@columbia.edu

ACADEMIC TRAINING

1963 - B.A. Colgate University
1967 - M.D. Albert Einstein College of Medicine
Medical Licensure: New York State #136868-1

TRAINEESHIP

1967-1969 Intern and Junior Resident in Pediatrics
Massachusetts General Hospital
1971-1972 Senior Resident in Medicine
Children's Hospital Medical Center, Boston
1972-1974 NIH Clinical and Research Fellow in
Pediatric Endocrinology-Metabolism
Massachusetts General Hospital
1975-1978 Research Associate, Department of Nutrition and Food Science
Massachusetts Institute of Technology
1978-1981 Rockefeller Scholar in Clinical Science
Rockefeller University
1985-1989 Established Investigator
American Heart Association

BOARD QUALIFICATIONS

Certification: National Board of Medical Examiners
American Board of Pediatrics #016915 (1974)

Board Eligible: American Board of Pediatric Endocrinology

MILITARY SERVICE

Major, United States Army Medical Corps (1969-1971)

PROFESSIONAL ORGANIZATIONS AND SOCIETIES

Fellow, American Academy of Pediatrics
Lawson Wilkins Pediatric Endocrine Society
American Institute of Nutrition
American Society for Clinical Nutrition
Harvey Society
Institute of Medicine, National Academy of Sciences

ACADEMIC APPOINTMENTS

1972-1974	Instructor in Pediatrics Massachusetts General Hospital Harvard University Medical School
1974-1978	Assistant Professor of Pediatrics Massachusetts General Hospital Harvard University Medical School
1978-1984	Assistant Professor Rockefeller University
1982-1993	Associate Professor of Clinical Pediatrics Cornell University Medical College
1985-1997	Associate Professor Rockefeller University
1992-1997	Head of Laboratory Rockefeller University
1993-1997	Professor of Pediatrics Cornell University Medical College

- 1997- Professor of Pediatrics and Medicine
Head, Division of Molecular Genetics
Co-Director, Naomi Berrie Diabetes Center
College of Physicians and Surgeons
Columbia University
- 2008- Christopher J. Murphy Memorial Professor of Diabetes Research
Columbia University

HOSPITAL APPOINTMENTS

- 1972-1978 Assistant in Medicine
Children's Hospital Medical Center, Boston
- 1972-1973 Assistant in Pediatrics
Massachusetts General Hospital
- 1972-1975 Assistant Director of Pediatrics
Cambridge Hospital, Cambridge, Massachusetts
- 1974-1975 Assistant Pediatrician
Massachusetts General Hospital
- 1975-1978 Associate Pediatrician
Massachusetts General Hospital
- 1975-1978 Associate Director of Pediatrics
Cambridge Hospital
- 1978-1979 Assistant Physician
Rockefeller University Hospital
- 1980-1985 Associate Physician
Rockefeller University Hospital
- 1982-1993 Associate Attending Pediatrician
New York Hospital
- 1985-1998 Physician
Rockefeller University Hospital
- 1993-1997 Attending Pediatrician
New York Hospital
- 1997- Attending Pediatrician
Babies Hospital of New York

OTHER APPOINTMENTS

- 1990- Co-Director, Molecular Biology Core
New York Obesity Research Center (NIH Center)
- 1994- Deputy Director, New York Obesity Research Center (NIH Center);
- 1997- Member, Institute of Human Nutrition, Columbia University
- 1997- Head, Division of Molecular Genetics, Department of Pediatrics,
Columbia University
- 1998- Co-Director, Naomi Berrie Diabetes Center, Columbia University
- 2000- Member: Integrated Graduate Program in Cellular, Molecular, Structural
and Genetic studies.
- 2001- Chairman, Selection Committee, Pollin Award for Pediatric Research,
NY- Presbyterian Hospital
- 2002- Director, Genomics Core, and Pilot and Feasibility Program, NIH Diabetes
and Endocrinology Research Center (DERC), Columbia University.
- 2003- Co-PI, Diabetes and Endocrinology Research Center (DERC), Columbia
University
- 2004-2010 Co-Director, New York Obesity Research Center
- 2010- PI (with FX PiSunyer), NY Obesity Research Center

HONORS and AWARDS

Phi Beta Kappa
Alpha Omega Alpha
Austen-Colgate Scholar
NIH Postdoctoral Fellowship
Rockefeller Scholar in Clinical Science
Established Investigator, American Heart Association
Eliot Hochstein Award (for excellence in teaching), Cornell University Medical College
Senior List (for excellence in teaching), Cornell University Medical College
TOPS Scientific Achievement Award (NAASO - 1996)
Member, Institute of Medicine, National Academy of Sciences (1998)
New York State Science, Technology and Academic Research (NYSTAR) Distinguished
Professor, 2002
Distinguished Alumnus Award. Albert Einstein College of Medicine (2005)
Berthold Medal of the European Society of Endocrinology (2008)
Federation Award for biomedical research of the Federation of Medical Societies of the
Netherlands. Leiden University. (2008)

Christopher J. Murphy Professor of Diabetes Research, Columbia University College of Physicians and Surgeons. (2008)
Executive Committee, Medical Advisory Board, New York Stem Cell Foundation. 2008-
Herman O. Mosenthal Award of the ADA for Excellence in Diabetes Research. (2010).

VISITING PROFESSORSHIPS

Conrad Taff Visiting Professor of Nutrition, Harvard Medical School (1992)
Visiting Professor of Nutrition, University of Georgia (1992)
Visiting Professor of Medicine, University of Southern Illinois (1992)
Pennsylvania State University (1994)
Harold Rifkin Visiting Professor in Diabetes. Albert Einstein College of Medicine (2003)
GSK/Sarah Steadman Visiting Professor of Metabolism and Nutrition, Duke University (2003)
Robert L. Ney Visiting Professor of Endocrinology. Johns Hopkins University (2003)
Visiting Professor, University of Colorado (2004)
Visiting Professor, University of California San Francisco (2005)
Visiting Professor, Oregon National Primate Research Center (2005)
Pfizer Visiting Professor. Yale University Medical School. (2006)
Visiting Professor. Purdue University (2008)
Ray A. and Robert L. Kroc Visiting Professor. University of Michigan (2009)
Visiting Professor. University of Southern California (2010)
Visiting Professor. University of Alberta (2011)
Henry Koopmans Visiting Professor, University of Calgary (2011)

SELECTED LECTURES

Field Lectureship, Division of Nutritional Sciences, Cornell University (1989)
John D. Crawford Lecture, Massachusetts General Hospital (1992)
Burroughs Wellcome Visiting Professor in the Basic Medical Sciences,
John F. Crigler Lecture, Harvard Medical School (1996)
Lloyd J. Filer Lecture, University of Iowa (1996)
Plenary Lecture, 10th International Congress of Endocrinology (1996)
Louis M. Zeller Lecture, Ohio State University (1996)
Plenary lecture, 17th Annual Meeting of the Japan Society for the Study of Obesity (1996)
Japan-US Medical Science Program Council Meeting (1996)
Keynote address: Keystone Symposium on Molecular and Cellular Biology: Insulin Action and Secretion in NIDDM and The Adipose Cell. Park City, Utah. (1997).
Annual AOA Lecture Cornell University Medical College (1997).
Visiting Lecturer, Bowman Gray School of Medicine, Wake Forest Univ. (1997)
William Andrews Wyeth-Ayerst Lecture, American Society for Reproductive Medicine (1997)
Prof. Harry Bostrom Lecture, Swedish Society of Medicine, Stockholm, Sweden (1997)
George Raiziss Biochemical Rounds, Univ. of Penn. (1998)
New York Univ. Honors Lecture (1998)
Osamu Hayaishi Lecture, Kyoto University, Japan (1998)
Plenary Speaker, 13th International Congress on Pharmacology, Munich, Germany (1998)
Invited Speaker, 8th International Congress on Obesity, Paris, France (1998)
Invited Speaker, Society for Inherited Metabolic Disorders, Atlanta, Ga. (1999)
Keynote Speaker, Neurofest, Univ. of Cincinnati (1999)

Plenary Speaker, American Pediatric Society / Society for Pediatric Research, San Francisco (1999)

Invited Speaker, Keystone Symposium: Genetic Approaches to Obesity and Diabetes, Lake Tahoe, Calif. (1999)

Invited Speaker, Canadian Diabetes Association Annual Meeting, Calgary (1999)

Invited Speaker, 17th International Congress of Clinical Chemistry and Laboratory, Florence, Italy (1999)

Mackler Lecture, Albert Einstein College of Medicine, Bronx (1999).

Invited Speaker, Gerald Friedman Lecture, American Diabetes Assoc., NYC (1999)

Invited Speaker, 17th International Diabetes Federation Congress, Mexico City (2000)

Invited Speaker, 10th International Congress of Human Genetics (2001)

Lawson Wilkins Pediatric Endocrine Society and the European Society for Pediatric Endocrinology, Montreal (2001)

10th International Congress of Human Genetics. Vienna, Austria (2001)

Plenary Lecture, International Congress of Obesity, Sao Paulo, Brazil (2002)

Doris Calloway Lectureship, UC Berkeley. (2002)

John Ensink Lectureship, U. Washington (2002)

Invited Speaker, Keystone Symposium. Obesity: New Insights into Pathogenesis and Treatment (2003)

Invited Speaker, Endocrine Fellows Foundation at the 13th Annual Scientific Forum ADA, New Orleans (2003) Pfizer Visiting Professor of Diabetes. Vanderbilt University (2003)

Great Teachers Lecture. NIH. (2004)

Dean's Lecture. Columbia University (2004)

McCluskey Lecture. University of Pittsburgh (2005)

Mackler Lecture. Montefiore Hospital. New York (2005)

Dean's Lecture. University of Arkansas (2005)

Keynote speaker. Turkish Diabetes Association. Antalya Turkey (2005)

Speaker. New York Stem Cell Foundation. Stem Cell Biology in Diabetes (2005)

New Insights in Obesity. American Academy of Pediatrics Annual Meeting. Washington DC (2005)

Invited Speaker. Boston Nutrition Seminar. MIT. (2005)

Keynote Lecture: Research Institute, Hospital for Sick Children. Toronto (2005)

Invited Speaker. DERC/CNRRU... Annual Meeting. University of Washington, Seattle (2006)

Speaker. University of Wisconsin. Symposium on Human Biology (2006)

U.S.-Japan Council. University of Washington. (2006)

Wolk Lecture. Colgate University. (2006)

McCardle Lab. University of Wisconsin. Genetics in Human Biology. (2006)

ADA Consensus Conference: Utility of abdominal circumference measurements in the clinical evaluation of obese patients. (2006)

Molecular genetics of the control of body weight. MGH Human Genetics Unit. (2007)

Uses of MRI and PET technologies in the study of human obesity and T2D. Keystone Conference. (2007)

Saperstein lecture. Molecular genetics of control of body weight. Danbury Hospital, Danbury, CT. (2007)

Denis McGarry lecture. McGill University/Montreal Diabetes Center. (2007)

Keystone Symposium. Obesity and Adipogenesis. Invited lecture. (2008)

Béaudette-Thompson Lecture. Rutgers University. (2008)

James Marks lecture. Department of Pediatrics. University of Texas, Southwestern. (2008)

Sigma Xi University lecture, Purdue University (2008)

Anthony Karpas Memorial Lecture. American Assoc of Clinical Endocrinologists. Georgia Chapter. 8 (2009)

Ray A. and Robert L. Kroc Lectureship in Diabetes, University of Michigan (2009)

Key Lecture NASSO (2009) Molecular Physiology of the Weight-Reduced State

Novel insights in adipose cell functions. Fondation Ipsen. Paris. (2009).

Joslin Diabetes Center. Harvard University. Boston, MA. (2010).

Yale University, Rudd Center Seminar Series. New Haven, CT. (2010).

New York University, Department of Pharmacology Seminar. New York, NY. (2010).

Section of Adult and Pediatric Endocrinology, Diabetes, & Metabolism Committee on Molecular Metabolism and Nutrition Seminar, University of Chicago. (2010).

Rachmiel Levine Symposium, City of Hope. Modest weight reduction can cure/prevent type 2 diabetes: Why is this expedite so difficult to achieve? Las Vegas, NV. (2010).

14th International Congress of Endocrinology, Energy Homeostasis in the weight-reduced state. Kyoto, Japan. (2010).

5th Italian Congress on Obesity, Newer insights into obesity/type 2 diabetes provided by developmental biology. Rome, Italy. (2010).

Seminar. Pacific Northwest Diabetes Research Institute. Molecular bases for control of beta cell mass. Seattle, WA. (2010).

Dean's Translational Science Seminar Series. University of Southern California. Molecular physiology of the control of body weight. Los Angeles, CA. (2010).

Diabetes & Obesity Global Therapeutic Expert Forum. Biology of the Weight Reduced State Philadelphia, PA. (2010).

D-Cure: Fifth Annual Symposium. New Approaches in Diabetes Research and Diabetes Care. The New York Academy of Medicine. New York, NY. (2010).

ICO 2010: XI International Congress on Obesity. Chairperson, Energy metabolism session. Stockholm, Sweden. (2010).

University of Cincinnati Children's Hospital Grand Rounds. Molecular Physiology of the Control of Body Weight. Cincinnati, OH. (2010).

Endocrine Research Conference. University of Pittsburgh. Molecular Physiology of Body Weight Regulation. Pittsburgh, PA. (2011).

2nd World Congress on Interventional Therapies for Type 2 Diabetes. Conventional paradigm of the pathophysiology of obesity. New York, NY. (2011).

Pediatric Innovations Symposium 2011: Origins of Disease in Childhood and Emerging Treatment Options. Origins of pediatric obesity. New York, NY. (2011).

Merck Translational Science Lecture. University of Alberta. Molecular Physiology of Body Weight Regulation: Why Is It So Hard To Maintain A Reduced Body Weight? Edmonton, Alberta, Canada. (2011).

Dr. Henry Koopmans Lectureship. University of Calgary. What is the role of leptin in body weight regulation? Calgary, Canada. (2011).

Recombinant DNA Advisory Committee. NIH. (RAC) 125th meeting. Bethesda, MD. (2011).

Keynote address: Future of Obesity 25th Annual International Conference on Practical Approaches to the Treatment of Obesity. Boston, MA. (2011).

The Obesity Society Annual Meeting. Leptin Resistance: What is it? Orlando, FL. (2011).

Institute of Medicine Interest Group Meeting. The Scientific Basis of Childhood Obesity. Crystal City, VA. (2011).

University of Tennessee College of Medicine Internal Medicine Grand Rounds. Physiology of the weight reduced state. Chattanooga, TN. (2011).

FELLOWSHIP AND GRANT SUPPORT**Current Support****RO1 DK52431-18 (Leibel)**

12/01/08 – 11/30/13

NIH/NIDDK

Molecular Genetic Analysis of Human Obesity

The major goal of this project is to identify the genes that mediate susceptibility to obesity in humans.

RO1 DK64773-07 (Leibel)

07/01/03 – 04/30/12

NIH/NIDDK

Leptin in Human Energetics and Neuroendocrine function

The major goal of this project is to characterize the effects of maintenance of a reduced body weight on systemic energetics and on specific neuroendocrine and autonomic axes related to energy metabolism. The protocol examines the effects on these parameters of administration of exogenous leptin in doses sufficient to restore circulating leptin in weight reduced subjects to concentrations present before weight loss.

RO1 DK066518-07 (Leibel)

09/30/03-04/30/12

NIH/NIDDK

Cloning of a Type 2 Diabetes Modifier in Obese Mice.

The goal of this project is to clone a major modifier gene for type 2 diabetes in mice by a combination of positional genetics and bioinformatics.

5T35HL007616-31 (Leibel)

05/01/07 – 04/30/16

NIH/NHLBI

Short-term Training Grant.

This training grant provides support for Columbia University medical students working on research projects of 2-3 months duration.

ADA Mentor Based Postdoctoral Research Grant (Leibel) 07/01/07-06/30/15*American Diabetes Association*

Grant supports the salary of one postdoctoral fellow working on a diabetes-related research project.

U01 DK089540 (Stoffers)

07/01/11-06/30/12

NIH/NIDDK

Formation of endocrine pancreas progenitors

The main goal of this subcontract is to provide iPS cells differentiated to various steps along the pathway from endoderm to mature β cells.

Role: Leibel, subcontract PI

P30 DK63068-08 (Accili)

02/01/03 – 01/31/13

NIH/NIDDK

Diabetes & Endocrinology Research Center. Co-PI and Genomics Core Director and Co-Director of DERC (Leibel)

The major goal of this Center is to promote interactions among research groups in diabetes, obesity, lipid metabolism, structural biology, immunology and beta cell transplantation through the Naomi Berrie Diabetes Center at Columbia University.

R56 DK089036-01 (Schur)

07/19/2010-06/30/11

A twin study of obesity pathogenesis using fMRI

FTO/FTM genetic analysis in twins including zygosity studies, will be performed on samples received from U of Washington

P30 DK26687-31 (Pi-Sunyer)

12/01/00 – 03/31/11

NIH/NIDDK

*New York Obesity Research Center: Molecular Biology Core and Co-Director of the NYORC (Leibel)*This core provides assistance to qualified investigators in the application of molecular biology & molecular genetic techniques to studies of energy metabolism in animals and man. The core maintains several important animal models including the Koletsky (*fa^k*) rat.**R01 DK77493-03 (Harris)**

09/30/06-07/31/09

NIH/NIDDK

PET Imaging of human beta cell mass. Co-Investigator.

The goal of this project is to better understand the inter- and intra- assay variability of beta cell mass determinations by PET.

AstraZeneca

12/01/11-11/30/13

Research Grant Consortium (Leibel)

Molecular and cell physiology of responses to weight perturbation in mice

AstraZeneca (Leibel)

6/16/08-6/15/11

Research Collaboration Regarding Diabetes, Obesity, Atherosclerosis and Dyslipidemia.

This is a collaborative alliance with scientists from Columbia U and Astra Zeneca to conduct research projects of mutual interest and benefit, to develop novel therapeutics. There are 5 research projects being conducted.

Molecular and cell physiology of responses to weight perturbation in mice (**Leibel**)

The goal of this project is to understand the molecular physiology of the reductions in energy expenditure and increases in food intake that accompany weight reduction.

Leona M. and Harry B. Helmsley Charitable Trust (Leibel)

08/1/09-07/31/12

The goal of this project is 1) to develop a cell bank from patients with T1D, 2) to generate ES cells by somatic cell nuclear transfer (SCNT) and to compare their functional aspects to stem cells created by iPS, and 3) to isolate fibroblasts from patients with selected monogenic forms of diabetes, generate stem cells by iPS and SCNT, and then coax by molecular manipulation to form beta cells and their precursors.

NYS Comptrollers Number C026184 Egli (PI), Leibel (Co-PI)

09/01/10 – 08/31/13

NYSTEM

Derivation of pluripotent stem cells by somatic nuclear transfer

Completed Research

Eli Lilly, Co. (Leibel)

3/4/98 - 3/3/02

International Consortium for Identification of Genes for type II Diabetes and Obesity

The major goal of this project is to identify genes underlying QTLs for susceptibility to type 2 diabetes in mice.

DK30583-19 (Leibel)

4/1/96 – 6/30/03

NIH/NIDDK

Energy Homeostasis in Human Obesity

This project examines the metabolic and neuroendocrine effects of 10-20% weight reduction in obese and non obese human subjects. Michael Rosenbaum, M.D.: Co-Principal Investigator. Conducts the clinical studies on a daily basis.

AMDeC (Leibel)

10/01/02 – 09/30/03

Academic Medicine Development Corp.

Molecular Genetics of Type 2 Diabetes in Children.

This is a one year pilot project to acquire data regarding the molecular physiology & molecular genetics of type 2 diabetes endophenotypes in siblings of children with type 2 diabetes. The ultimate goal is to undertake a multi institutional study of the genetics of type 2 diabetes.

NYSTAR (Leibel)

01/01/03 – 12/31/05

New York State Science, Technology & Academic Research Faculty Development Award

Molecular Genetics of Obesity and Type 2 Diabetes in Mice.

The goal of this project is to identify genes underlying QTLs for susceptibility to type 2 diabetes in mice.

FDR (Leibel)

11/01/02 – 10/30/05

Foundation for Diabetes Research

Identification of Genes mediating Beta Cell Growth, Proliferation and Survival in Response to Immune Assault and Metabolic Stress

The goal of this project is to identify diabetes-susceptibility genes that regulate beta cell growth, proliferation, and death in response to immune assault and metabolic stress.

R13 DK070429-01 (Leibel Co-PI)

1/1/05-12/31/05

NIH/NIDDK

Keystone Conference on Obesity

The purpose of this meeting is to bring together scientists working on the molecular genetics and physiology of Energy homeostasis in mammalian and other organisms with investigators seeking to understand aspects of the Systemic physiology and environment that are interacting with clear genetic predisposition to increase the prevalence.

GSK (Leibel)

09/08/03-9/30/06

GlaxoSmithKline

Identification of Genes Contributing to the development of Diabetes in Congenic Mouse Lines

This project supports part of the effort to identify, by positional cloning techniques, genes mediating. Susceptibility to type 2 diabetes in obese mice.

R01 DK52431-13S1 (Leibel)

07/01/05-06/30/08

NIH/NIDDK

Molecular Genetic Analysis of Human Obesity- Research Supplement for Underrepresented Minorities

This grant provides fellowship training funds for a graduate student working as the statistical analysis of data arising from this project whose goal is to identify the genes that play a role in conferring susceptibility to obesity in humans.

ADA Mentor Based Postdoctoral Research Grant (Leibel) 07/01/03-06/30/07*American Diabetes Association*

Grant supports the salary of one postdoctoral fellow working on a diabetes-related research project.

DEPARTMENTAL AND UNIVERSITY COMMITTEESHARVARD MEDICAL SCHOOL:

- | | |
|-----------|--|
| 1975-1978 | Associate Director, Department of Pediatrics,
Cambridge Hospital |
| 1974-1977 | Director, Cambridge Childhood Lead Poisoning Prevention
and Detection Program |
| 1974-1978 | Director, Cambridge Supplemental Food for Women, Infants
and Children (WIC) Program |
| 1976-1978 | Human Research Committee, Cambridge Hospital |
| 1976-1978 | Chairman, Quality Assurance Committee, Cambridge Hospital |
| 1977-1978 | Executive Committee, Cambridge Hospital |

ROCKEFELLER UNIVERSITY:

- | | |
|-------------------------|---|
| 1984-1994 | Chairman, Infection Control Committee |
| 1981-1984 | Isotope Human Use Committee |
| 1990-1991;
1993-1997 | Computer Committee |
| 1994-1997 | GCRC Advisory Committee |
| 1994-1997 | Advisory Committee, Protein/DNA Technology Center |
| 1995-1997 | Member, Center for Human Genetics |
| 1986-1990 | Director, Clinical Research Core
Rockefeller - St. Luke's-Roosevelt Obesity Research Core Center |

1987-1993 Associate Director, Pew Center of Nutrition Excellence
Rockefeller University

CORNELL UNIVERSITY MEDICAL COLLEGE:

1982-1997 Director, Division of Medical Student Education,
Department of Pediatrics
(Responsible for design and supervision of
clerkships in 3rd and 4th year)

1982-1997 Chairman, Residency Advisory Committee,
Department of Pediatrics
(Responsible for coordinating advising of all CUMC students
seeking postgraduate training in pediatrics)

1982-1997 Committee on Promotions and Graduation

1984-1997 Chairman, Student Education Committee,
Department of Pediatrics

1985-1986 Chairman, Committee to Revise the Fourth Year Curriculum

1987-1997 Curriculum Committee

1990-1997 Faculty Member, Tri-Institutional Endocrine Research
Training Program.

COLUMBIA UNIVERSITY

1998- Faculty Member, Institute of Human Nutrition

1999- Faculty Member, Integrated Graduate Program in Cellular, Molecular,
Structural and Genetic Studies

1998- Faculty Member, MD, Ph.D. Program

2002- Faculty Council

2005-2008 University Tenure Review Advisory Committee

2006- University Stem Cell Review Committee

2011- Co-chairman, Columbia Stem Cell Initiative internal advisory committee

TEACHING EXPERIENCE AND RESPONSIBILITIES

1972-1978 Design and implementation of 3rd/4th year pediatric clerkship at
Cambridge Hospital, Harvard Medical School

1976-1978 Lecturer, Endocrine Pathophysiology Section, Harvard Medical School.

1978-1997 Rockefeller University: Ph.D. thesis sponsorship of 3 Rockefeller
University students. Ph.D. thesis committee for 4 additional students.

One Howard Hughes Medical Student Scholar, 3 American Heart Association Medical Student Scholars, 20 Pew Scholars, ~10 postdoctoral fellows, 5 Cornell University Medical College Endocrine Fellows, over 20 college undergraduates, ~20 high school students.

1982-1997

See Cornell University Medical College above.

As Director of medical student education in pediatrics, I designed the clerkship and have directly supervised, taught, and prepared transcript material for ~120 consecutive 6-week clerkships, including > 1000 medical students.

1998 -

Lecturer in genetics, nutrition and diabetes/endocrinology courses for medical and graduate students at Columbia University College of Physicians and Surgeons. (Current Graduate Trainees: 5 PhD's, 3 postdoctoral fellows).

Trainees
1999-2010

	PAST	CURRENT	Total
pre doc	13	5	18
post doc	23	8	31
Total	36	13	49

OTHER PROFESSIONAL ACTIVITIES

COMMITTEE MEMBERSHIPS

1981	Consensus Committee on Central Nervous System Effects of Iron Deficiency in Children United Nations - Ford Foundation
1985	Consensus Committee on Obesity, NIH
1990-1996	National Committee on Nutrition American Academy of Pediatrics
1995	Dahlem Workshop on Regulation of Body Weight
1998-	Board Member, Heritage Family Study, Quebec, Canada
1998-2004	External Advisory Board, Pennington Center for Biomedical Research
1998-2000	NIH-NIDDK Planning Group for Genetics, Genomics, Bioinformatics
1999-	NIH/NIDDK Obesity Task Force

2001-2004	NIH/NIDDK Advisory Panel for Mouse Metabolic Phenotyping Centers
2003-2007	Scientific Advisory Board. Children's Hospital of Oakland
2003-2007	National Advisory Council, NIH NIDDK
2005-	Scientific Review Committee. Saban Institute. Children's Hospital of Los Angeles
2006-	External Advisory Committee. Pennington Biomedical Center.
2006-	Scientific Advisory Board, New York Stem Cell Foundation
2009-	External Advisory Board, Department of Molecular Biology and Biophysics. Vanderbilt University

EDITORIAL ACTIVITIES

1986-89	Editorial Board, International Journal of Obesity
1991-2000	Editorial Board, Obesity Research Section Editor, Genetics
1992-2005	Editorial Board, International Journal of Obesity
2001-2004	Editorial Board, Journal of Clinical Endocrinology and Metabolism
2002-2007	Associate Editor, Journal of Clinical Investigation

STUDY SECTIONS

Ad hoc Reviewer: NIH NIDDK
 Ad hoc Reviewer: National Science Foundation
 Special Reviewer: NIH Biomedical Sciences Study Section

CURRENT CONSULTANCIES

National Diabetes Advisory Board, GlaxoSmithKline (Raleigh-Durham)
 Scientific Advisory Board, Merck Pharmaceuticals (Rahway)
 Scientific Advisory Board, Arisaph Pharmaceuticals (Boston)
 Obesity Advisory Board, Amylin Pharmaceuticals (Boston)

OTHER ADMINISTRATIVE POSITIONS

1974-1977	Director, Cambridge Childhood Lead Poisoning Prevention and Detection Program
1974-1978	Director, Cambridge Supplemental Food for Women, Infants and Children (WIC) Program

CURRENT AREAS OF RESEARCH

Molecular genetics and molecular physiology of the mouse obesity mutations.

Molecular mapping and cloning of quantitative trait loci (QTL's) determining type 2 diabetes susceptibility in obese mice and rats. Molecular physiology of beta cell failure in obese mice. Cell biology of beta cell replication in developing mice.

Identification of novel obesity genes in humans. These studies use exome sequencing in individuals from families in which obesity is segregating as a recessive or dominant phenotype.

Effects of experimental perturbations of body weight on energy expenditure in humans. These studies are now focused on studies of skeletal muscle by ergometry, NMR spectroscopy and biochemical/molecular analysis. Low dose leptin "replacement" is being used to normalize changes in energy expenditure and the neuroendocrine axis.

Developmental neurobiology of the hypothalamus. Effects of intrauterine and early postnatal environment.

Molecular physiology of mahogunin (MGRNI) (mutated in mahoganoid)

PET Imaging of human beta cells of the pancreas.

Creation of ES cell lines by somatic cell nuclear transfer (SCNT).

Use of iPS techniques to create patient-specific stem cells. Differentiation of these cells to insulin producing cells, neurons, gut cells and adipocytes. Phenotypic characterization of cells derived from patients with monogenic forms of diabetes and obesity.

PATENTS

Project Name: Mahoganoid Polypeptides, and Related Compositions and Methods
US Patent 7,339,028 B2

U.S. Provisional Application No. 61/031,194 and 61/047,667

PUBLICATIONS

Dr. Leibel has published approximately 200 publications in high-impact, peer-reviewed journals. These articles have been cited over 10,000 times in the scientific literature. He has written numerous reviews and editorials, as well as two books and 25 book chapters.

ATTACHMENT B



Office of the Chancellor

DATE: December 19, 2011

OFFICE OF THE
PRESIDENT

DEC 23 2011

TO: John Lombardi
President
LSU System

LSU SYSTEM

FROM: 
Michael Martin
Chancellor

RE: Honorary Degree for Dr. Mary Lou Applewhite

Attached is a proposed Board of Supervisors agenda item to award a Doctor of Humane Letters *honoris causa* degree to Dr. Mary Lou Applewhite. This nomination has been unanimously approved by the LSU Academic and Student Affairs and Achievement and Distinction Committee as well as the Executive Vice Chancellor and Provost; and I approve.

Your support and assistance in expediting approval of this resolution by the Board of Supervisors so that the degree can be awarded at the May 2012 Commencement is very much appreciated.

Should you have any questions or would like clarification in advance of the upcoming Board of Supervisors meeting, please advise. Thank you.

MVM/rtf



Office of Academic Affairs Agenda Item

REQUEST FOR APPROVAL TO AWARD AN HONORARY DOCTOR OF HUMANE LETTERS DEGREE TO DR. MARY LOU APPLEWHITE

To: Executive Committee and Members of the Board of Supervisors

Date: December 19, 2011

1. Significant Board Matter

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

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

2. Summary of the Matter

Upon recommendation of the Executive Vice Chancellor and Provost and the LSU A&M Academic and Student Affairs and Achievement and Distinction Committee, the Chancellor requests approval to award the degree of Doctor of Humane Letters *honoris causa* to Dr. Mary Lou Applewhite.

Dr. Applewhite was one of the first women to receive a Doctor of Medicine degree in the state and has been an example to younger generations of professionals. In addition to practicing medicine, she has served on various professional and community boards, including the State Board of Medical Examiners, the Louisiana Dermatology Association, the Board of Directors of the Jefferson Parish Council on Aging, and the Governor's Council for Higher Education for the 21st Century.

Dr. Applewhite, a graduate of LSU A&M, has been a strong supporter of the university for many years. Evidence of this is found in her membership of the LSU Foundation, LSU Alumni Association, LSU College of Science Dean's Circle, and her enthusiasm in motivating others to support the university.

3. Review of Business Plan

N/A

4. Review of Documents Related to Referenced Matter

N/A

5. Other

N/A

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

Certification was provided in the cover letter requesting consideration of the honorary degree.

Attachments:

Letters of support from the following:

John Maxwell Hamilton
Jack Andonie
James R. Peltier
William L. Jenkins
Kevin R. Carman
Mark A. Batzer
Russell C. Klein
Charlie W. Roberts
W. Henson Moore
I. Ricardo Martinez
Gaston A. de la Bretonne, Jr.
D. Lawrence Bivins
Richard J. Reed
Charles H. Barre'
Edward B. Picou, Jr.
Charles M. Smith

RECOMMENDATION OF EXECUTIVE STAFF & DRAFT RESOLUTION:

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

WHEREAS, Dr. Mary Lou Applewhite, who holds a Bachelor of Science degree from Louisiana State University and Agricultural and Mechanical College as well as a Doctor of Medicine degree from Louisiana State University School of Medicine, was one of the first women to pursue a career in medicine in the 1950's, serving as an inspiration to colleagues and paving the way for future generations of professionals; and

WHEREAS, Dr. Applewhite, after serving as an instructor at Emory University School of Medicine, returned to Louisiana to join the staff of the Ochsner Clinic and Ochsner Foundation Hospital, then, in 1971 established a private practice which she maintained for 38 years, and served as a visiting associate professor at the LSU Health Sciences Center in New Orleans; and

WHEREAS, Dr. Applewhite has continuously served her profession and her community, exemplified in her membership on the State Board of Medical Examiners, her service as the first female president of the Louisiana Dermatology Association, her tenure as President of the Board of Directors of the Jefferson Parish Council on Aging, and her service on the Governor's Council for Higher Education for the 21st Century, among other professional and community organizations; and

WHEREAS, Dr. Applewhite has been a member of the LSU Foundation and the LSU Alumni Association since 1988, is a former president of and has served on the Board of Directors of the LSU Alumni Association, is a member of the LSU Foundation Laureate Society, is an active member and former chairperson of the LSU College of Science Dean's Circle Executive Committee, became a charter member of LSU's 1860 Society, and was selected LSU Alumna of the Year in 1999; and

WHEREAS, Dr. Applewhite served on the campaign cabinet of the successful Forever LSU Campaign and has a giving history at LSU that includes funding for three professorships and several scholarships; and

WHEREAS, it is fitting that LSU recognizes Dr. Mary Lou Applewhite's record of achievement by bestowing an honorary degree upon her; and

WHEREAS, upon the recommendation of the LSU A&M Academic and Student Affairs and Achievement and Distinction Committee, the LSU System Committee on Awarding Honorary Degrees, the LSU System President and the LSU System Vice President for Academic Affairs have reviewed and approved this recommendation;

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize and award the degree of Doctor of Humane Letters *honoris causa* to Dr. Mary Lou Applewhite at the May 2012 university commencement ceremony.



Office Academic Affairs

DATE: December 19, 2011

TO: Michael Martin
Chancellor

FROM: John Maxwell Hamilton
Executive Vice Chancellor and Provost

A handwritten signature in black ink, appearing to be "JMH", is written over the "FROM:" line. The signature is stylized and cursive.

RE: Honorary Degree for Dr. Mary Lou Applewhite

Attached is a proposed Board of Supervisors agenda item to award a Doctor of Humane Letters degree *honoris causa* to Dr. Mary Lou Applewhite.

Dr. Applewhite, an LSU alumna and successful physician, was one of the first women to receive a Doctor of Medicine degree in Louisiana. She has been a leader in her profession ever since, serving in organizations such as the State Board of Medical Examiners, the Louisiana Dermatology Association, the LSU Alumni Association, and the Governor's Council for Higher Education for the 21st Century. In addition to being actively engaged in her community, she has been a steadfast supporter of LSU for many years.

This nomination has been unanimously approved by the LSU Academic and Student Affairs and Achievement and Distinction Committee. If you are in agreement, please forward the proposed agenda item with draft resolution to the LSU System for further consideration. Please let me know if you have any questions.

JMH/rtl



BOARD OF SUPERVISORS
Louisiana State University
and Agricultural & Mechanical College

3810 West Lakeshore Drive
Baton Rouge, Louisiana 70808

225/578-2154
225/578-5524 fax

Honorary Degree Committee:

It is with great pleasure that I nominate Dr Marylou Applewhite for an Honorary Doctorate.

I have known Dr Applewhite both Professionally and in our efforts on behalf of LSU for as long as I can remember. She was the FIRST female Dermatologist in La. And she was an excellent Dermatologist. During my 45 years in the practice of OB Gyn, she was the person I referred my patients who needed a Dermatologist and always with excellent results.

Her concern for society and the poor, is well known. When I approached her for a donation for a Free Ob Gyn Clinic I was trying to establish in Granada Nicaragua, Marylou was the easiest "sell" I had with the project.

The most significant aspect of Dr Applewhite has been her involvement with LSU. There are hundreds of thousands of "LSU Fans" and people who "bleed purple and gold" but only a precious few who actually donate financially to LSU. She has been a major contributor to numerous causes at LSU. In fact her love of LSU even involves LSU institutions outside of B R. I Chair the LSUHSC Foundation Board in N O and recently asked her to join our Board. It took her less a second to agree even though she knows it involves financial support to be on the Board. SHE NEVER SAYS "NO" TO LSU.

In my opinion, there is no one who deserves such an honor more than Dr Applewhite.

Jack Andonie

Dr. James R. Peltier
567 Highway 308
Thibodaux, LA 70301
(985) 447-3486

June 15, 2011

Kevin R. Carman, Dean
LSU College of Science
336 Hatcher Hall
Baton Rouge, LA 70803

To Whom It May Concern:

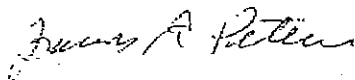
It is a pleasure for me to recommend Dr. Mary Lou Applewhite for the Honorary Doctor's degree. I have known her since our days in the pre-med curriculum in the late 40's. She furthered her studies and became a highly successful Dermatologist.

Dr. Applewhite has served on the LSU Alumni Board for over twenty years. She spends a great deal of time on the College of Sciences Board and is the University spokesperson for the College of Sciences for charitable gift annuities.

In addition, she has been extremely generous with her personal giving.

If professional success, generosity and service are the criteria for an honorary degree, then I can think of no one more deserving than this lady.

Very truly yours,



Dr. James R. Peltier
Chairman Emeritus, LSU Board of Supervisors



President Emeritus

July 23, 2011

Dr. Kevin Carman, Dean
LSU College of Science
336 Hatcher Hall
Baton Rouge, LA 70803

Re: Dr. Mary Lou Applewhite, Honorary Ph.D.

Dear Kevin,

It is with pleasure that I write a letter to support the nomination of Dr. Mary Lou Applewhite for an honorary Ph.D. from LSU. I deem it an honor to be given the opportunity to submit her name in nomination. For years Mary Lou has been a champion of service to LSU and has acted as a tireless volunteer, generous benefactor, and inspiring leader.

You know all too well that words are truly inadequate to describe the qualities of Mary Lou. She has truly worked unceasingly for the betterment of the LSU community. Her services to the university and her list of achievements are common knowledge and I know of no one who has given that service as freely as she has.

I recommend her, without reservation, as perhaps amongst the strongest candidates for an honorary doctorate from LSU.

Sincerely,

A handwritten signature in cursive script, appearing to read "W. Jenkins".

Dr. William L. Jenkins
President Emeritus

WLJ/km



College of Science
Office of the Dean

July 28, 2011

Michael V. Martin
Chancellor, Louisiana State University
156 Thomas Boyd Hall
Baton Rouge, LA 70803

Re: Dr. Mary Lou Applewhite honorary doctorate degree

Dear Chancellor Martin,

It is with great pleasure and enthusiasm that I nominate Dr. Mary Lou Applewhite for an honorary Ph.D. from LSU. Born August 19, 1931, Mary Lou graduated from LSU in 1951 with a Bachelor of Science degree in chemistry and zoology. After graduation, she entered Louisiana Medical School in New Orleans and completed her studies in 1955. She then held internships and residencies in both dermatology and pathology at Charity Hospital in New Orleans and received board certification in dermatology in 1961. After service as an instructor at Emory University School of Medicine from 1962-1965, she returned to Louisiana to join the staff of the Ochsner Clinic and Ochsner Foundation Hospital. In 1971, she established a private practice which she maintained until her retirement in 2009. She has held staff positions at East Jefferson General Hospital and Lakeside Hospital and has served as a visiting Associate Professor at the LSU Health Sciences Center in New Orleans. Her professional accomplishments are particularly remarkable when one realizes that she was among very few women to successfully pursue a career in medicine during the 1950's; without question, she was a role model for the many outstanding women physicians that have followed her lead.

Mary Lou is a member of Phi Kappa Phi and Omicron Delta Kappa honor societies. She has published in the areas of infectious diseases, skin cancer, skin diseases of the elderly, acne, and skin manifestations in collagen diseases. In recognition of her accomplishments in dermatology, she was elected as the first female president of the Louisiana Dermatology Association in 1979. She has also been active in the Jefferson Parish Medical Society and the Louisiana State Medical Society. She was a member of the State Board of Medical Examiners from 1992 to 2000 and has served as President of the Board of Directors of the Jefferson Parish Council on Aging. She served as a member of the Governor's Council for Higher Education for the 21st Century in 1994 and 1995. Mary Lou also has a longstanding association with Campfire, Inc., and served as president of its board of directors for Jefferson Parish.

Mary Lou has been particularly generous with her time and resources at LSU. She has been a member of the LSU Foundation and the LSU Alumni Association since 1988, served on the Board of Directors of the Alumni Association for eight years, and was its president in 1992. She was inducted into the LSU Alumni Association Hall of Distinction in 1993 and was an inaugural member of the LSU College of Science Hall of Distinction in 2004. She is listed on the Wall of Honor of the Lod Cook Alumni Center for her support in the construction of the facility and is a member of the LSU Foundation Laureate Society. She is an active member and former chairperson of the College of Science Dean's Circle Executive Committee. She was awarded the College of Science Service Award in 1993 and was selected LSU Alumna of the Year in 1999.

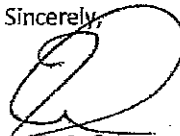
Mary Lou served as chair of the College of Science Forever LSU campaign and continues as chair of development with the College's Executive Committee. She established the Mary Lou Applewhite Endowed Professorship in Zoology and Physiology in 1991 and has subsequently funded two additional professorships and made other generous gifts totaling over \$1M. Dr. Applewhite spearheaded the establishment of multiple George Kent professorships in Zoology and Physiology in the 1990's. In 2003, Dr. Applewhite became a charter member of LSU's 1860 Society.

A number of extraordinary individuals have submitted letters in support of Mary Lou's nomination:

- Dr. Jack Andonie, obstetrics & gynecology physician and member of LSU Board of Supervisors
- Mr. Charles Barré, retired Marathon Oil executive
- Dr. Mark Batzer, LSU System Boyd Professor and Dr. Mary Lou Applewhite Distinguished Professor
- Mr. Lawrence Bivins, Project Coordinator, University of North Carolina-ITS
- Dr. Gaston A. de la Bretonne, Jr., Clinical Assistant Professor of Dermatology, LSU Medical School- New Orleans
- Dr. William Jenkins, President Emeritus of Louisiana State University System and former Chancellor of Louisiana State University, Baton Rouge campus
- Dr. Russell Klein, Emeritus Professor, LSU Health Sciences Center, New Orleans and Life Member of the LSU Medical Alumni Association
- Dr. Ricardo Martinez, Clinical Professor of Dermatology, Tulane University
- The Honorable Henson Moore, former U.S. Congressman and chairman of the Forever LSU campaign
- Dr. James Peltier, retired dentist and Chairman Emeritus, LSU Board of Supervisors
- Mr. Ed Picou, retired Shell Geologist and member of LSU College of Science Dean's Circle
- Dr. Richard Reed, pathologist, New Orleans, LA
- Dr. Charlie Roberts, President and CEO, LSU Alumni Association
- Dr. Charles Smith, retired physician and fellow classmate of Mary Lou

These letters demonstrate Mary Lou's success in her professional and civic endeavors and her unwavering support of LSU. Simply put, there has been no greater advocate for the LSU College of Science. As one of LSU's most distinguished alumni, Mary Lou has realized remarkable professional achievement while devoting decades of generosity and leadership to her alma mater. I hope you will join me in recognizing this exceptional alumna for her lifelong commitment to LSU's pursuit of excellence and national prominence.

Sincerely,



Kevin R. Carman
Dean

c.c. J.M. Hamilton

Louisiana State University

202 Life Sciences Building
Baton Rouge, LA 70803

Tel: (225) 578-7102

Fax: (225) 578-7113

E-mail: mbatzer@lsu.edu

Department of Biological Sciences
Biological Computation and Visualization Center



June 13, 2011

Dr. Kevin Carman
Dean, College of Science
336 Hatcher Hall
Louisiana State University
Baton Rouge, LA 70803

Dear Dr. Carman,

It is my pleasure to provide you with a letter of support for the nomination of Dr. Mary Lou Applewhite for an honorary doctorate from Louisiana State University. I have known Mary Lou and been aware of her dermatology practice in the greater New Orleans area. Dr. Applewhite started her practice about 50 years ago and is very well known throughout the Greater New Orleans area as well as the state of Louisiana and Southeastern U.S. I have met many long-time residents of the greater New Orleans area that have been patients of Dr. Applewhite and they have all discussed how terrific she is as a practicing physician and what a super person she is.

Mary Lou has also taken on a very visible role as an advocate for higher education in the state of Louisiana focused on the advancement of LSU. Dr. Applewhite has devoted countless hours of volunteer service for the development of the College of Science at LSU. She has been one of the strongest voices of support for LSU over the past 20 years and has recruited many new members to the College of Science Development Council at LSU. In addition to recruiting new members to the development council Dr. Applewhite has also been very active in engaging the next generation of philanthropists to become champions for higher education and LSU. Dr. Applewhite has acted as a member of the LSU foundation, acted as the President of the LSU Alumni Board of Directors, on the College of Science Dean's Circle and Executive Committee and as a member of the Forever LSU National Campaign Cabinet. This has been a particularly difficult time to be a champion for the development of LSU and to solicit support for the school as a result of the challenges that have arisen after multiple large scale hurricanes, the biggest environmental catastrophe in the history of the U.S. (Gulf Oil Spill) followed more recently by economic

difficulties throughout the state and country. Dr. Applewhite has continued to volunteer her time to help champion the development of LSU and has directly acted as a major donor to the College of Science through gifts to establish multiple professorships, and scholarships at LSU. Dr. Mary Lou Applewhite bleeds purple and gold and is a true LSU tiger!!

In summary, Dr. Mary Lou Applewhite has been a tireless advocate for the Advancement of LSU. She has contributed thousands of hours of her time over multiple decades to LSU development activities, and she has also led by example with her truly generous financial support for LSU. Her outstanding clinical activities, amazing philanthropy and overall unparalleled enthusiasm for LSU make her an ideal choice for an honorary doctorate and I give her my highest possible recommendation for an honorary doctorate from LSU. If you have any further questions please feel free to call me at (225) 578-7102.

Sincerely,



Mark A. Batzer, Ph.D.
LSU System Boyd Professor and
Dr. Mary Lou Applewhite Distinguished Professor

LSU MEDICAL ALUMNI ASSOCIATION, INC.



June 20, 2011

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Ed H. Rodriguez, Jr., MD ('75)

Nick P. Webb, MD ('83)

Harold F. Peña, MD ('82)
1st President

Dean Kevin R. Carman
LSU Foundation
LSU College of Science
336 Hatcher Hall
Baton Rouge, LA 70803

Dear Dean Carman:

I am pleased to write a letter to support the nomination of Dr. Mary Lou Applewhite for an honorary degree from LSU College of Science.

Her many contributions to LSU College of Science are known to you as are some of her accomplishments. I can add a few others that may be less well known. She is an outstanding dermatologist and I understand was the first woman to train in that specialty at Charity Hospital – New Orleans.

She was the first woman to serve on the State Board of Medical Examiners and was recently named in Baton Rouge as an "Illustrious Alumnus" of LSU by Peoples Health a Medicare Advantage Co.

Please add my voice to those who support her nomination for her award.

Sincerely,

Russell C. Klein MD
Emeritus Professor
LSUHSC – New Orleans



June 17, 2011

Kevin Carman
Dean, College of Science
336 Hatcher Hall
Baton Rouge, LA 70808

Dear Kevin,

I am writing in support of the nomination of Dr. Mary Lou Applewhite for an honorary doctorate. As the 1999 Alumna of the Year, past chair and current member of the LSU Alumni Association National Board of Directors, and major benefactor to various LSU and community organizations, I feel that she has exemplified the true meaning of generosity and has made this institution and her profession proud.

Her leadership role as the Basic Sciences' Chair of the Forever LSU National Campaign helped to ensure that the goal was reached and exceeded. Always an advocate for higher education, Mary Lou has a giving history that includes 3 Basic Sciences scholarships and professorships as well as a LSU Alumni Association Top 100 Scholarship. Countless students and professors have benefitted from her dedication.

The LSU Alumni Association wholeheartedly endorses Dr. Mary Lou Applewhite as a nominee to receive an honorary degree.

Forever LSU,

Charlie W. Roberts
President and CEO LSU Alumni Association

W. Henson Moore
3109 East Lakeshore Drive
Baton Rouge, Louisiana 70808

To whom it may concern

May 23, 2011

Dear Sirs:

It is the purpose of this letter to nominate Dr. Mary Lou Applewhite for an honorary doctorate degree.

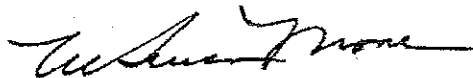
I served with Mary Lou in excess of four years on the Campaign Cabinet of the just completed Forever LSU capital campaign. As you are aware, the campaign was successful in raising more than its stated goal of \$750 million. Mary Lou was a critical part of that effort and chaired the College of Science's part of that campaign.

She was a strong and steady supporter of my efforts as Chairman of the campaign and never missed a meeting. She was always there figuratively and literally. We had no more loyal or active supporter. She is totally committed to LSU and I believe would do almost anything asked of her to advance its interests.

In addition to our work together on the campaign, she and I were often together at other LSU events. I felt I had to be there because of the campaign, but Mary Lou was there because of her limitless love for LSU. She is also a perfectly delightful person to whom you really just can't say no. She is a magnificent ambassador of the university and is most deserving of this high honor.

With kindest personal regards, I remain

Sincerely yours



W. Henson Moore

I. RICARDO MARTINEZ, M.D., PH.D.

MEDICAL • SURGICAL • COSMETIC DERMATOLOGY

4224 Houma Blvd., Suite 340 • Metairie, Louisiana 70006 • Tel. 504 454 4454 • Fax 504 456 5100

March 30, 2009

Dean Kevin Caman
LSU College of Basic Sciences
338 Choppin Hall
Baton Rouge, LA 70803

Dear Dean Caman:

It has been my privilege and pleasure to know Dr. Mary Lou Applewhite since January 1971, upon my return to New Orleans from residency training at Boston University, to join her in the Department of Dermatology at Ochsner Clinic. We remain close friends and colleagues since that time.

Mary Lou is a wonderful person and an excellent and compassionate physician. As a fellow dermatologist, I can attest to her competence and professionalism.

As an LSU alumna, Mary Lou is totally dedicated to the support and success of LSU at the main campus in Baton Rouge and the medical center in New Orleans. Through the years she has generously contributed time, talent, and treasure to LSU. As many of her friends and colleagues know, Mary Lou Applewhite bleeds purple and gold!

Dr. Applewhite is such an outstanding candidate that to honor her with an honorary degree would certainly honor her beloved LSU and her fellow alumni. I recommend her totally and without reservation.

Yours Sincerely,

I. Ricardo Martinez, MD, PhD

I. Ricardo Martinez, M.D., Ph.D. '65
Clinical Professor of Dermatology
Professor of Cell Biology/Anatomy

2400 Cumberland Ct.
New Orleans, LA 70131

March 13, 2009

Dean Kevin Carman
LSU College of Basic Sciences
338 Choppin Hall
Baton Rouge, LA 70803

Dear Dean Carman:

I am a 1962 graduate of LSU Medical School and have known Dr. Mary Lou Applewhite for over 45 years. She has been a practicing dermatologist for over 45 years and is highly respected by her peers in the medical profession, as well as by her patients. One might say that LSU is Dr. Applewhite's life. I have been with her on many occasions when she has expressed her love for the university. She lives her life in an extremely generous fashion. No one is more deserving of the honor for which she is being considered.

Gaston A de la Bretonne, Jr., M.D.
Clinical Assistant Professor Dermatology
LSU Medical School
New Orleans, LA

D. LAWRENCE BIVINS
1176 HARP STREET
RALEIGH, N.C. 27604
919-832-4399
bivinsl@bellsouth.net

March 10, 2009

Dean Kevin Carman
College of Basic Sciences
338 Chopin Hall -- Louisiana State University
Baton Rouge, LA 70803

Dear Dean Carman:

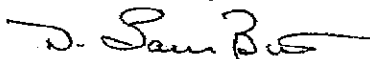
It was flattering for me to have been asked to contribute testimony in support of your nomination of Dr. Mary Lou Applewhite for an honorary degree from LSU. First, full disclosure: I am prejudiced on this issue -- she is my aunt. Still, few can offer a closer and more complete perspective on this extraordinary women and the esteem with which she is held by her profession, family and community.

It is impossible to overstate the importance of her dermatology practice to generations of New Orleanians -- patients, staff and fellow physicians alike. Spanning over half a century, her career parallels the emergence of women in the ranks of Louisiana's medical community. None can deny she did more than her part in shattering barriers for professional women in the South. But uninterested in the role of self-congratulating crusader, Dr. Applewhite instead characterized reliable poise and quiet grace in becoming a visible daily example of the diligence and discipline required of *any* young person serious about success in the medical profession -- not to mention the sheer undauntable spirit that must live at the core of a pioneer in any worthwhile endeavor.

Even casual observers of LSU's volunteer leadership ranks cannot fail to notice the uniquely passionate support Mary Lou Applewhite gives the University -- dedication that manifests itself in time, energy, credibility and financial commitment. Indeed, her work on behalf of LSU has been her only avocation. For her, the end-run of being involved with LSU has nothing to do with game tickets, public fanfare or the sight of her name on campus plaques. Simply stated, she assists LSU because LSU was -- and is -- central to the achievement of her lofty professional and personal goals.

I can think of no one more closely embodying LSU's tradition of public service, academic rigor and leadership excellence.

Yours sincerely,



D. Lawrence Bivins

5 March 2009
12 Versailles Blvd.
New Orleans, LA 70125

Dean Kevin Carman
LSU College of Basic Sciences
338 Choppin Hall
Baton Rouge, LA 70803

Re: letter of support as to worthiness of Dr. Mary Lue Applewhite for recognition by an award of an honorary degree

Dear Dean Carman:

I have known Dr. Applewhite for something over 49 years. My close contact with her, as a colleague, began in 1960; she was a fellow in pathology at Tulane; her time was primarily devoted to a study of dermatopathology. She acquired proficiency in dermatopathology, anticipating the recognition of the specialty by the Boards of Pathology and Dermatology by 14 years. She is recognized as an experienced dermatologist by her close colleagues. She has faithfully participated in national and regional medical meetings, with most faithful participation in the annual Zola Cooper Seminar. She has supported the training program at LSU with her active participation and with space in her office. She has those qualities that make the designation, physician, more appropriate than that of "doctor." Evidence of exceptional qualities can be found in the longevity of service with which her employees have rewarded her. I believe that her dedication to the programs at LSU can be found in her willingness to offer financial support. She has been a good friend; she even offered my wife and me a haven in her home until we could get back into our flooded home. She is deserving of the award.

Sincerely,


Richard J Reed, M.D.

2645 East Lakeshore Drive
Baton Rouge, LA 70808
March 3, 2009

Dean Kevin Carman
LSU College of Basic Sciences
338 Choppin Hall
Baton Rouge, LA 70803

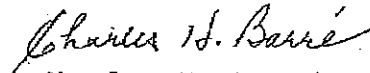
Dear Dean Carman,

Mary Lou Applewhite MD is in my opinion an outstanding LSU alumna who should be nominated by you to receive an honorary degree from her Alma Mater.

I have known Dr. Applewhite for almost twenty years and have served with her on the College of Basic Sciences Development Council. I know that she has and continues to bring honor to LSU by her continuing contributions in time and dollars. She has been honored for her medical accomplishments and by the LSU Alumni Association, the LSU Foundation and the College of Basic Sciences.

Dr. Applewhite's selection will bring honor to Louisiana State University as she is true "Purple and Gold".

Sincerely,


Charles H. Barre'

Edward B. Picou, Jr.

968 Amethyst Street
New Orleans, LA 70124-3606
Tel: 504.529.5155 (O)
Tel: 504.282.3096 (H)
E-mail: epicou@bellsouth.net

February 9, 2009

Dean Kevin R. Carman
LSU College of Basic Sciences
338 Choppin Hall
Baron Rouge, LA 70803

Dear Dean Carman,

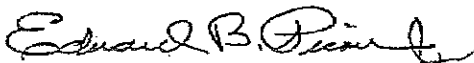
I am writing in support of the nomination of Dr. Mary Lou Applewhite for an Honorary Doctorate degree from LSU.

For many years Dr. Mary Lou has been my personal dermatologist and friend. Over her long career as a dermatologist, she developed a very large practice and was well-liked by all of her patients. Since 1994, when I joined the College of Basic Science's Development Council at the urging of Dean Peter Rabideau and Dr. Applewhite, I have had almost constant contact with her. When I joined the group she was Chairperson and I became amazed at how many people she knew across the state, both in the medical profession and otherwise. I know she served many years on the state's Medical Board and in other capacities in the New Orleans medical arena.

Perhaps the most impressive trait Mary Lou has is her unflagging philanthropy towards LSU. She has worked tirelessly for the Forever LSU Campaign, now serving as Chairman for the College. Additionally, without her encouragement of others to donate, the three George C. Kent Professorships would not have materialized so quickly. Nor would have the Mary Lou Applewhite Distinguished Professorship been established. She is a member of both the LSU Foundation and the 1860 Society.

Bestowing an Honorary Doctor's degree on Mary Lou Applewhite will bring honor and recognition both to LSU and the LSU System.

Sincerely,



Edward B. Picou, Jr.
Member BASC Dean's Circle

Charles M. Smith

February 9, 2009

Dean Kevin Carmon
Dean of College of Basic Science
L.S.U.
Baton Rouge, La.

Dear Kevin,

I am honored to recommend Dr. Mary Lou Applewhite for an Honorary Doctorate Degree from L.S.U. We were classmates in pre-med and medical school and lately have had an active association with the College of Basic Science as well as other University events.

She has had a very busy life with her successful medical practice and almost another career in my opinion supporting the College so generously with her money and time which she credits to her attainment of all these personal goals.
I feel she deserves the consideration for this Honor.

Sincerely

Charles M. Smith

ATTACHMENT C



Office of the Chancellor

DATE: December 19, 2011

TO: John Lombardi
President
LSU System

FROM: 
Michael Martin
Chancellor

OFFICE OF THE
PRESIDENT

DEC 23 2011

LSU SYSTEM

RE: Honorary Degree for Mr. Sean Reilly

Attached is a proposed Board of Supervisors agenda item to award a Doctor of Humane Letters *honoris causa* degree to Mr. Sean Reilly. This nomination has been unanimously approved by the LSU Academic and Student Affairs and Achievement and Distinction Committee as well as the Executive Vice Chancellor and Provost; and I approve.

Your support and assistance in expediting approval of this resolution by the Board of Supervisors so that the degree can be awarded at the May 2012 Commencement is very much appreciated.

Should you have any questions or would like clarification in advance of the upcoming Board of Supervisors meeting, please advise. Thank you.

MVM/rti



Office of Academic Affairs Agenda Item

REQUEST FOR APPROVAL TO AWARD AN HONORARY DOCTOR OF HUMANE LETTERS DEGREE TO MR. SEAN REILLY

To: Executive Committee and Members of the Board of Supervisors

Date: December 19, 2011

1. Significant Board Matter

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

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

2. Summary of the Matter

Upon recommendation of the Executive Vice Chancellor and Provost and the LSU A&M Academic and Student Affairs and Achievement and Distinction Committee, the Chancellor requests approval to award the degree of Doctor of Humane Letters *honoris causa* to Mr. Sean Reilly.

Mr. Reilly, chief executive officer of Lamar Advertising Company, has been an engaged community leader and public servant since his return to Louisiana. Mr. Reilly served in the Louisiana Legislature for eight years after having been the youngest person elected to the Legislature at that time. During his term, he served as vice-chairperson of the Ways and Means Committee and was a member of the Education, Commerce, and Legislative Audit Advisory committees. His public service did not end with his term of office—he has continued his service in bodies such as the Louisiana postsecondary Governance Commission, the Louisiana Recovery Authority, the Committee of 100 for Economic Development, Blueprint Louisiana, and the Public Affairs Research Council.

Mr. Reilly's efforts on behalf of Louisiana go beyond his work with the LRA after two devastating hurricanes, Katrina and Rita. He fought for federal funding for coastal restoration and programs that benefit the needy and have a lasting impact on the state's progress and growth.

Mr. Reilly has been a tireless advocate for LSU; and has served on the national Board of Visitors of the Manship School of Mass Communication, as a fundraising leader for various projects, and even as an adjunct instructor in the Manship School of Mass Communication.

3. Review of Business Plan

N/A

4. Review of Documents Related to Referenced Matter

N/A

5. Other

N/A

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

Certification was provided in the cover letter requesting consideration of the honorary degree.

Attachments:

Letters of Support from the following:

John Maxwell Hamilton

Jerry Ceppos

G. Lee Griffin

W. Henson Moore

Donna Brazile

Mitchell J. Landrieu

Cyril E. Vetter

RECOMMENDATION OF EXECUTIVE STAFF & DRAFT RESOLUTION:

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

WHEREAS, Mr. Sean Reilly, a public servant, community and business leader, and philanthropist has provided unwavering support to Louisiana State University and Agricultural and Mechanical College; and

WHEREAS, Mr. Reilly served in the Louisiana Legislature from 1988-1996—the youngest person to be elected to that body at that time—and was vice-chairperson of the Ways and Means Committee and a member of the Education, Commerce, and Legislative Audit Advisory committees; and whereas Mr. Reilly now serves as chief executive officer of Lamar Advertising Company, one of the nation’s largest and oldest outdoor advertising companies; and

WHEREAS, Mr. Reilly has continued his service to this state as vice-chairperson of the Louisiana postsecondary education Governance Commission, member of the Louisiana Recovery Authority, member of the Committee of 100 for Economic Development, executive committee member and past president of Blueprint Louisiana, board member for the Reserve Telephone Company, and member of the Board of Directors of the Public Affairs Research Council; and

WHEREAS, Mr. Reilly has been a steadfast supporter of LSU, serving on the national Board of Visitors of the Manship School of Mass Communication, having led the effort to create the Kevin P. Reilly, Sr. Chair in Political Communication as well as the fundraising campaign for the Holliday Forum in LSU’s oldest campus building; having been an adjunct instructor in the Manship School of Mass Communication, and having served as a tireless advocate to various external constituencies for the success of this university; and

WHEREAS, it is fitting that LSU recognizes Mr. Sean Reilly and acknowledges his contributions by bestowing an honorary degree upon him; and

WHEREAS, upon the recommendation of the LSU A&M Academic and Student Affairs and Achievement and Distinction Committee, the LSU System Committee on Awarding Honorary Degrees, the LSU System President and the LSU System Vice President for Academic Affairs have reviewed and approved this recommendation;

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of Louisiana State University Agricultural and Mechanical College does hereby authorize and award the degree of Doctor of Humane Letters *honoris causa* to Mr. Sean Reilly at the May 2012 university commencement ceremony.



Office Academic Affairs

DATE: December 19, 2011

TO: Michael Martin
Chancellor

FROM: John Maxwell Hamilton
Executive Vice Chancellor and Provost

RE: Honorary Degree for Mr. Sean Reilly

A handwritten signature in black ink, appearing to be "J. Hamilton", is written over the "FROM:" field. The signature is fluid and cursive, with a large loop at the end.

Attached is a proposed Board of Supervisors agenda item to award a Doctor of Humane Letters degree *honoris causa* to Mr. Sean Reilly.

Mr. Reilly is deserving of this prestigious degree based solely on his leadership and love of LSU. His other prominent accomplishments, however, bring significant honor to LSU as well. He was recently appointed to the postsecondary education Governance Commission and served as its vice-chairman. Additional leadership positions include service on the boards of the Louisiana Recovery Authority, the Committee of 100 for Economic Development, the executive committee of Blueprint Louisiana of which he is past president, the Reserve Telephone Company, and the Public Affairs Research Council. As the youngest person to be elected at the time, Mr. Reilly served in the Louisiana Legislature from 1988-1996.

This nomination has been unanimously approved by the LSU Academic and Student Affairs and Achievement and Distinction Committee. If you are in agreement, please forward the proposed agenda item with draft resolution to the LSU System for further consideration. Please let me know if you have any questions.

JMH/rtl



Manship School of
Mass Communication

Office of the Dean

Louisiana State University
213 Journalism Building
Baton Rouge, LA 70803

O 225-578-9294
F 225-578-2125
www.manship.lsu.edu

November 18, 2011

Memorandum

To: John Maxwell Hamilton, Executive Vice Chancellor and Provost

From: Jerry Ceppos, Dean *Jerry Ceppos*

Re: Sean Reilly – Nomination for Honorary Doctoral Degree


It is my pleasure to nominate Sean Reilly for an Honorary Doctor of Humane Letters degree from LSU. Mr. Reilly exemplifies the leadership qualities every great university cherishes in its alumnae:

- The power to mobilize and lead a statewide coalition of business, community and government leaders on behalf of LSU, and, hence, deepen the university's intrinsic value to the state
- The know-how and vision to seek a more cost efficient and progressive business operating model for LSU
- The commitment to a quality education for the young people of this state as evidenced by Mr. Reilly's selfless dedication as co-chair of the Flagship Coalition, and by his previous service as an adjunct professor
- The humble spirit of philanthropy embedded in Mr. Reilly's DNA. More than a decade ago he led the effort, among his siblings, to create the Kevin P. Reilly Sr. Chair in Political Communication, the first of its kind in the country. The Reilly Chair, along with the Reilly Center for Media & Public Affairs, has positioned LSU as a national leader in the study and practice of media and politics. He and his wife, Jennifer Eplett Reilly, led the fundraising campaign to create the Holliday Forum in the Manship School, a transitional space used by the university and the community for events.

All of the above highlight remarkable leadership and passion for one's alma mater. However, Mr. Reilly did not graduate from LSU. But he loves it, his children love it and he knows how important it is to the future of Louisiana. While his day job is CEO of Lamar Advertising Company, a large part of his days and evenings is spent working to bring his business and leadership acumen to the advancement of this fine institution. Nothing is more commendable.



November 3, 2011

From: G. Lee Griffin
President & CEO 

To: Dean Jerry Ceppas
School of Mass Communication

RE: Sean Reilly

Dear Dean Ceppas,

It is my pleasure to recommend Sean Reilly for an honorary doctoral degree from LSU. Sean's contributions to our state and to our university qualify him for this distinctive recognition.

Sean is currently CEO of Lamar Advertising. Lamar is one of our state's largest corporations and is successfully led by Sean. Sean also serves as chair of The Louisiana Flagship Coalition which is comprised of business and civic leaders throughout our state. Its purpose is to provide support to LSU to assist the university in its quest to be one of the top ranked Research One universities in the country. Accomplishing the 2020 Flagship Agenda is a goal of the Flagship Coalition.

Under Sean's leadership, the Louisiana Flagship Coalition was successful in gaining legislative passage of LA Grad 2.0. This success promises to save LSU \$50M to \$60M over the next five years. It is expected that the Coalition will continue to add value to our university in the years ahead.

Sean is also chair of Blueprint Louisiana, a highly successful entity whose purpose is to improve the quality of life for all of Louisiana's citizens.

Sean was one of our state's youngest Louisiana state legislators and is recognized as a person who considers all sides to an issue and then makes intelligent decisions for the good of our state. One could only wish that Sean would have continued his political career, but business needs caused him to give 100% to his duties at Lamar.

Finally, Sean was "the" driving force behind the Louisiana Recovery Authority. This Authority led the effort in providing financial support to those most impacted by hurricane Katrina. Sean's keen intellect and tireless energy was the crucial element relative to the recovery effort.

Sean's proven leadership, his integrity, and his devotion to LSU make him unequivocally qualified for an honorary Doctoral degree from our great university.

W. Henson Moore
3109 East Lakeshore Drive
Baton Rouge, Louisiana 70808

October 15, 2011

Dean Jerry Ceppos
Manship School of Mass Communication
213 Journalism Building
Louisiana State University
Baton Rouge, Louisiana 70803

Dear Dean Ceppos:

It is the purpose of this letter to strongly support the conferring of an honorary doctoral degree upon Sean Reilly.

I will focus my support on my personal observations of Sean's work with the Flagship Coalition. I am a member of the Coalition. I remember well his conceiving of the idea of a group of leaders from around the State to develop and utilize their combined influence and financial resources to influence state policy in a manner helpful to LSU. He then went to work and formed the Coalition based on his idea. He became its first Co-Chairman, but in reality has been its primary leader. He recruited a group and raised significant funds. He selected lobbying and public relations firms and retained them to work for the Coalition.

He then skillfully led the Coalition into agreeing upon goals to accomplish on behalf of the University in the 2011 Legislative session. Upon reaching agreement, he immediately established a close working relationship with the Governor's Office at the highest level and convinced the Administration to agree with all of the Coalition's agenda which became a part of LA GRAD ACT II. In my opinion, he became the most effective spokesperson for LSU with the Governor's Office. Sean then became a public face of support for the legislation with the press, public and the Legislature. He spent many hours personally lobbying in support of the legislation. The Coalition through his leadership became the force behind its passage.

The legislation passed overwhelmingly in face of a great deal of unhappiness by legislators with higher education and in an election year. Many thought anything of significance to LSU could not pass in that situation. The provisions he shaped and passed exist at a few other flagship state institutions, but they are nowhere near universal. LSU is now among privileged company. Eric Monday has calculated that they will save LSU \$50 million over the next five years. This was a battle well worth waging.

Sean has already begun leading the Coalition in setting a second set of objectives now that the first have been accomplished, and that battle will soon be joined. I believe with his leadership we will again achieve all or most of our new goals and that they will be just as important to LSU. He has made a real difference.

Sean has two degrees from Harvard and none from LSU. He has done far more for us than he has Harvard. I believe it is time he has a degree from LSU as he has certainly earned it. With kindest personal regards, I remain

Sincerely yours,

A handwritten signature in cursive script, appearing to read "W. Henson Moore". The signature is written in dark ink and is positioned centrally below the typed name.

W. Henson Moore



GEORGIA STATE UNIVERSITY

November 17, 2011

Mr. Jerry Ceppos, Dean
Manship School of Mass Communication
Journalism Building
Louisiana State University
Baton Rouge, LA. 70803

Dear Dean Ceppos:

I want to strongly recommend Mr. Sean Reilly for an honorary doctoral degree from my Alma Mater, Louisiana State University.

For more than three years, Sean and I sat side by side on the Louisiana Recovery Authority (LRA). Thanks in part to Sean's leadership, the LRA was able to make the recovery of New Orleans and all of Louisiana a national priority. I know that other members of the LRA also appreciated Sean's passionate and fearless fight for the people of Louisiana.

Sean's efforts on behalf of our state go beyond his work with the LRA after two devastating hurricanes, Katrina and Rita. He has marshaled the state's geopolitical strength to fight for federal funding for coastal restoration, to prioritize higher education, and to place on the agenda programs that benefit the needy and have a lasting impact on the state's progress and growth.

Sean supports his beliefs with action that reflects the finest leadership values. We are indeed fortunate that Sean decided to return to Baton Rouge, with his wife, to raise their three children. Sean will bring great honor to LSU and to the state of Louisiana as an honorary doctoral degree recipient. In my opinion, no one deserves it more.

Sean and I have worked together, sweated together, cried, grieved and rejoiced together as we have labored to restore and better not only New Orleans, but the entire state of Louisiana.

Many thanks for your strong consideration.

Sincerely,


Donna Brazile
Adjunct Professor

MITCHELL J. LANDRIEU, MAYOR
CITY OF NEW ORLEANS

October 27, 2011

Mr. Jerry Cappos
Dean
Manship School of Mass Communication
Louisiana State University
Baton Rouge, 70803

Dear Jerry:

It is an honor to recommend my esteemed friend and former colleague Sean Reilly for an honorary doctoral degree at Louisiana State University.

For over twenty-five years, Sean has prioritized service to the State of Louisiana. When I first met Sean in the Legislature in 1988, he immediately struck me as a leader unsatisfied with the status quo. When Sean learned of injustice, his first reaction was to hit the streets, gather consensus, and implement a solution. He labored with relentless spirit to tackle state debt and implement more rigorous ethics and campaign rules. This experience formed the foundation of his lifelong commitment to public service.

At the same time, Sean was coordinating mergers and acquisitions as an executive at Lamar Advertising Company, one of the nation's largest and oldest outdoor advertising companies. Alongside his brother, Sean developed innovative strategies to expand Lamar and worked his way to the role of Chief Executive Officer. Currently, he is managing over 1000 employees and 155,000 advertising structures nationwide while expanding one of the foremost firms in the country.

Following Hurricanes Katrina and Rita, Sean immediately went to work for the people of Louisiana. He transformed an appointment to the Louisiana Recovery Authority into a full time commitment to storm victims. He traveled to Washington to ensure that Louisiana residents received proper compensation and ensured that federal, state, and local government worked together. His priority was helping Louisiana rebuild and keeping residents safe in the future.

Sean recognizes the importance of growing a Louisiana with equal opportunity for all. As a member of the Louisiana Innovation Council and Blueprint Louisiana, Sean was tasked by Governor Jindal to help build a new economy and enhance competitiveness.

1300 PERDIDO STREET | SUITE 2E04 | NEW ORLEANS, LOUISIANA | 70112
PHONE 504.658.4900 | FAX 504.658.4938 | WWW.NOLA.GOV



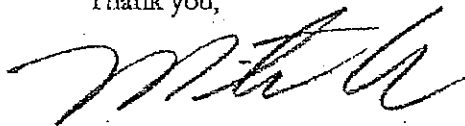
He has served in leadership positions on numerous non-profit and community groups including Volunteers of America, Board of Supervisors of the Louisiana Community and Technical College System, and the Board of Visitors of the LSU Manship School of Mass Communications. His background in the public and private sectors enables him to provide insight and make calculated decisions into business, education, and public service.

Sean is a committed resident and business executive in Baton Rouge and views Louisiana State University as an integral piece of the community. He is dedicated to creating a public education system that supports students from an early age to higher education. In the state legislature, he authored a bill to expand public charter schools and now he is working to increase the efficiency of the higher education system. As an adjunct professor, Sean modeled the type of world class education that is available across the campus. Away from the classroom, Sean leads the Louisiana Flagship Coalition alongside statewide business and civic leaders. Together, they promote LSU as a leading research university dedicated to the "generation, preservation, dissemination, and application of knowledge and cultivation of the arts."

Throughout this journey, Sean has set an example as a generous and caring son, brother and father. He and his wife Jennifer have donated to countless philanthropic causes. Sean never fails to maintain his unyielding commitment to moving Louisiana in the right direction.

Sean is an outstanding candidate for an honorary degree and I hope you give him every consideration for this distinguished recognition.

Thank you,

A handwritten signature in black ink, appearing to read 'M. Landrieu', written in a cursive style.

Mayor Mitchell J. Landrieu
City of New Orleans

VETTER COMMUNICATIONS CORPORATION
POST OFFICE BOX 80657
BATON ROUGE, LOUISIANA 70898

PHONE: 225.383.2557

FAX: 225.383.2553

25 October 2011

Jerry Ceppos
Dean
Manship School of Mass Communications
Louisiana State University
Baton Rouge, LA 70803

Re: Sean Reilly

Dear Dean Ceppos:

Sean Reilly is the archetype of a recipient of an honorary Doctor of Humanities degree. In doing so, LSU will honor values and a body of work to which we should all aspire.

Sean has been able to achieve an ideal balance of the three components of core American values, namely family, business and civic and philanthropic activities.

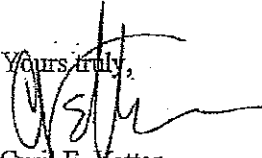
Sean's commitment to his family is evident in the way that he is totally immersed with his wife Jennifer in raising their three children. He is also a dutiful and caring son, helping his parents manage medical issues as well as the day-to-day issues of advancing age.

As a business leader, Sean has helped transform what was a closely held family company to a publicly traded leader in the advertising and communications industries. He has also been an environmentally conscious executive, pioneering the use of solar and alternate energy sources throughout his company's operations.

His civic and philanthropic activities have been conducted at the same high level of integrity and commitment. From serving as a state representative to providing the energy and leadership to Louisiana's Flagship Coalition, a diverse collection of concerned citizens intent on protecting and advancing LSU's Flagship status, Sean's exemplary public life and concern for others has been clearly demonstrated. There is also his tireless post-Katrina work, his deft handling of the development of Blueprint Louisiana and on and on.

In short, by awarding Sean Reilly an honorary Doctor of Humanities degree, LSU would acknowledge the outstanding body of work of a native son and reflect credit on the institution in the process.

Yours truly,


Cyril E. Vetter

Report to the Board of Supervisors From the
Work Group on Organization and Collaboration

After considerable discussion and review of background documents, the Work Group recommends that the process it began at its first meeting to identify improvements in the LSU System organizational structure should continue, and a procedure for such be established and started promptly, ultimately resulting in recommendations to the Board.

This process and procedure recognize the significant value each unit of the LSU System contributes to the success of the whole LSU enterprise. It is essential in the continuation of this evaluation process that the leadership of all LSU units participates fully in the discussions and evaluations that are necessary.

The Work Group concludes that any improvements or changes in the LSU System organizational structure must reflect a long-range perspective that seeks to enhance the national and international competitiveness of the programs and units within the LSU System for years to come, and avoid negative consequences of reorganization.

Although the Work Group informally has already received input from some stakeholders who have a keen interest in these topics, it is essential that the consultations that follow reach out to all the major stakeholders of our institutions and units to ensure that they have an opportunity to participate in a meaningful and transparent process.

The Work Group requests President Lombardi to continue work in the following areas:

- Identify and begin communications with the key stakeholder constituencies.
- Establish a target schedule for gathering input from the constituencies and for providing that input to the Work Group for its consideration.
- Identify a time-line for consultation and review by and recommendations from the Work Group to the full Board.
- Out of the consultations, identify alternative options for improving the operation and functions of the LSU System institutions to improve their competitiveness for the years to come.
- Provide preliminary updates to the Work Group (and Board as appropriate) on the progress and insights gained from the wide-ranging consultation process.
- Confirm the process that the Board must follow in developing and potentially implementing alternative opportunities for organizational and/or collaboration improvements.

Adopted: February 3, 2012

The Northwest Louisiana Initiative



Executive Summary

The LSU System Work Group on Organization and Collaboration, responding to recent recommendations approved by the Louisiana Board of Regents, proposes a plan to mobilize the assets of Louisiana's three major public institutions in Northwest Louisiana, including Louisiana Tech, LSU Shreveport, and LSU Health Shreveport.

The Northwest Louisiana Initiative would draw upon the experience and effective work of the LSU and University of Louisiana systems, delivering access to enhanced academic programs to thousands of citizens while expanding the already strong commitment to major, nationally competitive research.

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The Northwest Louisiana Initiative

The LSU System Work Group on Organization and Collaboration has reviewed the extensive consultant report on the opportunities and challenges for the Shreveport-Bossier area. In addition, it has carefully considered the recent recommendations of the Board of Regents Commissioner of Higher Education, regarding the importance of developing regional opportunities for higher education services throughout Louisiana.

Although the Board of Regents approved a proposed merger of Louisiana Tech University (LaTech) with LSU-Shreveport and the transfer of the merged institution to the University of Louisiana System (UL System), this alternative was not the favored proposal in the recent report by an educational consultant who was commissioned by the Board of Regents and a North Louisiana special interest group. The preferred alternative, the report concluded, was to move Louisiana Tech into the LSU System and act immediately to build programs and activities in Shreveport-Bossier that mobilized the assets of the three major public institutions in the region: LaTech, LSU-S, and the LSU Health Sciences Center Shreveport (LSUHSC-S). A transfer to the UL System prior to working out the complex and specific terms of a merger was not even considered in the report. As the consultant report stressed, such a merger would be a difficult, contentious, expensive, and time-consuming process. A transfer and collaboration, on the other hand, is fast, efficient, and can begin to produce results immediately for the region.

Impediments to the Transfer of LaTech to the LSU System

In the preferred recommendation, however, the consultant report identified what appeared to be a primary difficulty in the transfer of LaTech to the LSU System, an initiative that has been discussed repeatedly over the last 30 years and indeed is included in an earlier study by the same consultant in 2005. In this latest report, the consultant relied upon the informal presentation of a non-governmental ad hoc group, which is proposing the consolidation of all LSU institutions into a single university structure based on the Baton Rouge flagship campus, to assert that such a major reorganization would inhibit the development of a Northwest Louisiana focus within the LSU System.

The Work Group is aware of this unofficial consolidation proposal. While there are many models for consolidated university organization, the Work Group has not concluded its review nor has it yet determined what improvements to recommend to the Board of Supervisors. However, the Work Group recognizes that in any university model with multiple campus participants, the university or system must support the effectiveness and distinctiveness of each of its campuses. In comparable university structures, however organized, the campuses and other units maintain clear regional and individual identities that allow them to pursue their specific missions or special academic specialties whether in research, instruction, or service.

In addition, in the Louisiana case, the Governor's initiatives through the Grad Act legislation identify campus responsibilities and the Regents funding formula rewards campus performance. The budget challenges of the past years, the changes in admission requirements, and the regional focus of work force issues, concentrates the LSU System's attention on working with its independent campuses and units to reinforce their historical missions that have succeeded in

building strong programs that serve their regions and the state. Whatever recommendations may emerge from the Work Group about improving and better coordinating university organization will need to ensure the integrity and effectiveness of the various entities that make up this LSU enterprise. Each of the LSU units needs to focus on its own performance to ensure that it provides an appropriate base for collaborations with other institutions in any of the state's governance systems to extend higher education services to Louisiana's citizens. The Work Group will continue to evaluate many alternative models for governance and collaboration within the context of enhancing the performance and effectiveness of each of its constituent units.

The LSU Northwest Regional Initiative

The Work Group expects that the future of LSU System institutions will be best served by pursuing a regional strategy articulated by the Commissioner of Higher Education. In the Northwest region of the state, once the transfer of LaTech to the LSU System is on track, the newly formed trilogy of LSU institutions would include LaTech, LSU-S, and the LSU HSC-S. As a group, they will collectively focus on delivering programs to all constituencies throughout the region.

To pursue the higher education opportunities for the Shreveport-Bossier area spelled out by the consultant's report, the LSU System will establish a Northwest Louisiana Task Force composed of the chief executives of the three institutions that will immediately develop a plan to enhance educational and research prospects by using the combined resources of the three institutions.

Because LaTech has a statewide mission endorsed by the Board of Regents, it is already authorized to deliver a wide range of programs in Shreveport-Bossier. LSU-S, meanwhile, has numerous, strong academic programs but also significant infrastructure resources that could easily support the immediate expansion of degree programs identified by the task force. At the same time, the LSUHSC-S already has a number of joint programs with LaTech and LSU-S and the medical center could help identify additional joint medical education ventures in health care and related research. These would quickly expand the educational and research capacity of the entire region while serving the workforce demands of an area that is showing a strong and increasing need for health care professionals.

The Northwest Region Higher Education Consortium

In addition, the LSU Northwest Regional Task Force will reach out to the other institutions in the region (Northwestern, Centenary, Grambling as well as the community colleges of the Southern and the Louisiana Community and Technical College System) to expand collaborations and new program opportunities.

One initiative the LSU Work Group would explore with the LSU Northwest Regional Task Force and its cooperating institutions is the opportunity to create a Northwest Regional Higher Education Consortium. Some very successful models exist throughout the United States where

markedly differing institutions (both public and private, research and undergraduate) collaborate to share resources and jointly sponsor programs. These programs in almost all cases would be educational opportunities that are not sufficiently robust for any one institution to sustain, but with the cooperation of all institutions, the consortium could sponsor and maintain a relative small enrollment but high value program.

In addition, the history of such consortia is that they create opportunities for students from all participating institutions to take courses at all other institutions without requiring complicated bureaucratic arrangements. The consortium resolves issues of credit, tuition and fee differences, and the like among its members without students having to do anything other than enroll at their home institution. The result is a great expansion of opportunity for the citizens of the region with minimal extra cost.

An Optimal Solution

The advantage of this approach resolves needs already identified in the consultant's report. Costs are low compared to any other alternative. The time required to implement and deliver results is much shorter than in any other options. Conflict and controversy associated with this alternative are dramatically reduced. And, significantly, opportunities to build the research base of Northwest Louisiana are greatly enhanced by including the three institutions within the LSU System, which is heavily invested in and has a concentrated focus on high-level research.

The Southeast Corridor Initiative

As a parallel effort indirectly related to the Northwest Louisiana Initiative, the Work Group would recommend that the Southeast Corridor LSU Institutions of LSUHSC-New Orleans, the Pennington Biomedical Research Center, the Flagship campus of LSU A&M, the LSU Paul M. Hebert Law Center, and the LSU AgCenter expand linkages and joint programs, some of which are already in place or in planning. For example, medical education and research opportunities could be expanded by extending the academic reach of LSUHSC-NO into Baton Rouge to form a strong collaborative venture with the LSU A&M campus, Pennington Biomedical Research Center, and the solid clinical base emerging through the new Our Lady of the Lake hospital/LSU Health clinical enterprise. The benefits of launching MD-PHD programs, MD-MBA programs, and a wide range of other scientific activities would be significant. Additionally, the LSUHSC-NO anticipates building on its current work to enhance the academic programs at University Medical Center in collaboration with the University of Louisiana at Lafayette.

Finally, in this design, the LSU Board of Supervisors Work Group anticipates that the close collaboration that now exists between LSU Alexandria, LSU Eunice, and the LSU A&M campus, plus the support of the Northwest LSU Initiative, also would extend program and service support to those institutions, allowing them to enhance their ability to better serve Central Louisiana.

Conclusion and Action

Although numerous details would need to be worked out, the experience of the cooperative and effective work of the LSU and the UL systems in the recent years indicates that the transfer of LaTech to the LSU system could proceed quickly and effectively. No merger would be contemplated and the autonomy of the institutions would be respected.

LSU does not anticipate that this transfer would require LaTech to change its already effective internal organization or operation. It has a very strong alumni and community support base, and has developed a robust brand that must be maintained and enhanced along with its wide range of successful academic programs. The transfer to the LSU System would not require any changes to these key elements of the LaTech mission. Participation through the LSU System with its strong commitment to major, nationally competitive research would provide LaTech with a strong foundation for identifying additional opportunities to grow and expand its stature as a significant participant in the national research agenda and facilitate its cooperative academic and research programs with LSU-S and the LSUHSC-S.