

MISSISSIPPI  
BOARD OF TRUSTEES  
OF STATE  
INSTITUTIONS OF HIGHER LEARNING



FINAL BOARD BOOK  
October 18, 2012



# FINAL BOARD BOOK OUTLINE

IHL Board Meeting  
October 18, 2012, 8:00 a.m.

The Inn at Ole Miss  
Ballrooms B, C and D  
120 Alumni Drive  
Oxford, MS 38677

## **CALL TO ORDER**

### **PRAYER**

Trustee Christy Pickering

## **INTRODUCTION OF GUESTS**

### **MINUTES**

September 20, 2012 Regular Board Meeting Minutes

## **PRESENTATIONS**

- Welcome – Dr. Dan Jones, Chancellor of The University of Mississippi
- System Online Program Offerings – Dr. Al Rankins, Associate Commissioner of Academic and Student Affairs

# CONSENT AGENDAS

Trustee Ed Blakeslee

## **ACADEMIC AFFAIRS**

1. SYSTEM – Approval of New Academic Units
  - Centers and Institutes
    - a. UM – Approval of the University of Mississippi Clinical-Disaster Research Center.....1
    - b. UMMC – Approval of the Behavioral Center for Children, Adolescent, and Youth.....1
    - c. USM – Approval of the Institute for Collaborative Research and Engagement1
    - d. USM – Approval of the USM Center for Gulf Studies .....1
  2. SYSTEM – Approval of Academic Unit Modifications.....2
    - Reorganize
      - a. JSU – Approval to Combine the Department of Mass Communications and the Department of Speech Communication and Theatre and to Name the Combined Unit Department of Communications .....2
      - b. JSU – Approval to Combine the College of Education and Human Development and the School of Lifelong Learning and to Name the Combined Unit the College of Education and Human Development; Division of Academic Affairs .....2
      - Reorganize and Rename
        - c. UM – Approval to Reorganize the McLean Institute by Expanding its Scope and to Rename the Institute to the McLean Institute for Public Service and Community Engagement .....3
        - Rename
          - d. DSU – Approval to Rename the College of Education to the College of Education and Human Sciences .....3
          - e. USM – Approval to Rename the Department of Acute Care to Department of the Collaborative Nursing Care .....3
          - f. USM – Approval to Rename the Department of Care Coordination to the Department of Advanced Practice .....3
          - g. USM – Approval to Rename the Department of Leadership to the Department of Systems Leadership and Health Outcomes.....3
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      - Consolidate
        - a. MVSU – Approval to Consolidate the bachelor of Science in English Education, Bachelor of Math Education, Bachelor of Science Education, and Bachelor of

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*IHL Projects*

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Approval of Non-Employee In-State Lobbyists

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MISSISSIPPI  
BOARD OF TRUSTEES  
OF STATE  
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MINUTES FOR:

September 20, 2012 Regular Board Meeting Minutes

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
September 20, 2012**

**BE IT REMEMBERED**, That the Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in a regular session at the University of Southern Mississippi Gulf Park Campus Library in Long Beach, Mississippi, at 1:00 p.m., and pursuant to notice in writing mailed by certified letter with return receipt requested on November 28, 2011, to each and every member of said Board, said date being at least five days prior to this September 20, 2012 meeting. At the above-named place there were present the following members to wit: Mr. H. Ed Blakeslee, Mrs. Karen L. Cummins, Dr. Ford Dye, Mr. Shane Hooper, Mr. Bob Owens, Mr. Hal Parker, Mr. Aubrey B. Patterson, Mr. Alan Perry, Ms. Christine Pickering, Ms. Robin J. Robinson, Dr. Douglas Rouse, and Mr. C.D. Smith. The meeting was called to order by Mr. Ed Blakeslee, President, and opened with prayer by Trustee Owens.

**APPROVAL OF THE MINUTES**

On motion by Trustee Patterson, seconded by Trustee Pickering, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meeting held on August 16, 2012 as amended.

**CONSENT AGENDA**

On motion by Trustee Rouse, seconded by Trustee Robinson, all Trustees legally present and participating voted unanimously to approve the following Consent Agenda.

**FINANCE**

1. **USM** - Approved the request to renew the professional agreement with Blackboard, Inc. for WebCT services and the managed hosting needed to deliver online, hybrid, and executive format classes. USM currently delivers over 30 online programs to its students. This contract provides access to the Blackboard Learning Management System, also known as Blackboard Learn. Other course delivery tools include Blackboard Collaborate and Course Delivery. In addition, USM will receive a staging server, additional storage, instructional and support materials, a section merge tool and data integration between Blackboard and PeopleSoft, Mobile services, managed hosting, and platinum support services. Managed Hosting specifications include service rights for up to 8,000 active users and 620 GB of storage and 20 Mbps of bandwidth. USM is purchasing a license to use the software; however, Blackboard shall continue to own and hold all rights and title to the software. The renewal period is applicable to October 1, 2012 through September 30, 2013. The Board also granted retroactive approval for the entire contract period - April 19, 2011 through September 30, 2013. The total costs for the one-year renewal period are \$388,382.95 bringing the overall total contract cost to \$768,428.87. A breakdown of these costs includes \$471,703 of professional services, \$296,325.87 of licensed software and \$400 of hardware. Funds are available from E & G Funds. The agreement which has been reviewed and approved by the Attorney General's Office is on file at the Board Office.
2. **USM** - Subject to the receipt and approval of related subsidiary agreements (Host-Tenant agreement and Use Permit Agreement) by the Attorney General's Office, the Board approved the request to enter into an agreement between the National Aeronautics and Space Administration (NASA) Stennis Space Center (SSC), the IHL Board on behalf of the Center of Higher Learning (CHL), and

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USM for the facilitation of professional development programs for the SSC workforce and surrounding communities. The subsidiary agreements should be received within 120 days of the September 20, 2012 IHL Board meeting. The primary purpose of the agreement is to define the relationship between CHL and NASA for the continued provision of academic and non-academic programs through the Center for Higher Learning at SSC. The contract is for a maximum term of five years - September 21, 2012 through September 20, 2017. The estimated total cost for the five-year contract is not to exceed \$3,850,000. The financial terms to be agreed upon by the parties are more specifically addressed in the subsidiary Host-Tenant Agreement that NASA will prepare no later than 120 days of execution of this agreement. The annual cost is estimated to be \$770,000. This amount is being estimated based on the charges incurred during FY 2010-2011 for space used for 1) research and non-academic activities, 2) the number of full-time employees and 3) the actual costs for utility, telecommunications and demand services. Occupancy rates for space, personnel, and support services are calculated annually by NASA SSC. The agreement will be funded by State of Mississippi appropriations for CHL and by general funds of the USM Department of Marine Sciences. A copy of the agreement is on file at the Board Office.

3. **SYSTEM** - Approved the requests for budget escalations for Alcorn State University, Jackson State University and Mississippi Valley State University within their respective *Ayers* Endowment Diversity Program budgets. These escalations are to cover increased costs associated with program operating costs. The original budgets, approved at the June 2012 Board meeting, were based on estimates of available funding. Actual funding is now known and the institutions have requested to revise their budgets to equal actual sources as shown. All funds budgeted within these programs were generated from annual interest earnings of the *Ayers* Public and Private Endowment investments.

**Alcorn State University**

<b>Expenditure Category</b>	<b>Current Budget FY 2013</b>	<b>Budget Revision</b>	<b>Revised Budget FY 2013</b>
Salaries, Wages & Fringe Benefits	\$ 98,573	\$ (5,473)	\$ 93,100
Travel	1,850	5,473	7,323
Contractual Services	1,400		1,400
Commodities	4,983		4,983
Capital Outlay:	-		-
Equipment	-		-
Library Resources	-		-
Student Aid	143,015	48,133	191,148
<b>Total</b>	<b>\$ 249,821</b>	<b>\$ 48,133</b>	<b>\$ 297,954</b>

**Jackson State University**

<b>Expenditure Category</b>	<b>Current Budget FY 2013</b>	<b>Budget Revision</b>	<b>Revised Budget FY 2013</b>
Salaries, Wages & Fringe Benefits	\$ 248,160		\$ 248,160
Travel	-	20,000	20,000
Contractual Services	-	24,850	24,850
Commodities	-		-
Capital Outlay:	-		-
Equipment	-		-
Library Resources	-		-
Student Aid	195,681		195,681
<b>Total</b>	<b>\$ 443,841</b>	<b>\$ 44,850</b>	<b>\$ 488,691</b>

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**Mississippi Valley State University**

<b>Expenditure Category</b>	<b>Current Budget FY 2013</b>	<b>Budget Revision</b>	<b>Revised Budget FY 2013</b>
Salaries, Wages & Fringe Benefits	\$ 63,223		\$ 63,223
Travel	-		-
Contractual Services	-		-
Commodities	16,062		16,062
Capital Outlay:	20,000		20,000
Equipment	-		-
Library Resources	-		-
Student Aid	232,000	80,850	312,850
<b>Total</b>	<b>\$ 331,285</b>	<b>\$ 80,850</b>	<b>\$ 412,135</b>

**REAL ESTATE**

4. **MSU** - Approved the request to grant a transmission line easement conveying an easement and related right-of-way to the United States of America (USA). The easement and right-of-way are being condemned by the Tennessee Valley Authority (TVA) for placement of transmission lines and guy wires across a portion of the R.R. Foil Plant Science Research Center, also known as the North Farm. As just compensation for the condemnation of this easement, TVA, will pay the university \$192,000. The total easement and right-of-way area consists of 8.68 acres more or less. The easement will convey unto the USA a permanent easement and right-of-way for the following purposes, namely: commencing November 1, 2012, the perpetual right to enter at any time and from time to time and to erect, maintain, repair, rebuild, operate, and patrol lines of transmission line structures with wires and cables for electric power circuits and communication circuits (for use only by the USA and the TVA or any power supply distributor thereof) and all necessary appurtenances, in, on, over, and across said right-of-way. A description of the easement is included in the bound *September 20, 2012 Board Working File*. The Attorney General's Office has reviewed and approved the documents related to this item.

5. **PERSONNEL REPORT**

**EMPLOYMENT**

**Jackson State University**

Richard Alo, Dean of College of Science, Engineering and Technology; salary of \$170,000 per annum, pro rata; E&G Funds; effective October 1, 2012

**CHANGE OF STATUS**

**Jackson State University**

Loretta A. Moore, *from* Interim Associate Dean, College of Science, Engineering and Technology; salary \$122,926 per annum, pro rata; E&G Funds; *to* Associate Vice President of Research and Scholarly Engagement, Office of the Vice President for Research and Federal Relations; salary of \$150,000 per annum, pro rata; E&G Funds; effective August 1, 2012

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**SABBATICALS**

**Jackson State University**

Hussain Al- Fadhli, Associate Professor of Criminal Justice and Sociology, College of Liberal Arts, *from* salary of \$66,150 per nine-month contract period, E&G Funds; *to* salary of \$33,075 per annum, pro rata for sabbatical period; E&G Funds; *effective* August 9, 2012 through May 6, 2013; professional development

**Mississippi University for Women**

James Ward, Professor of Political Science, College of Arts and Sciences, *from* salary of \$50,182, per nine-month contract period; E&G Funds; *to* salary of \$25,182 per annum, pro rata for sabbatical period; E&G Funds; *effective* January 2, 2013 through May 18, 2013; professional development

**EMERITUS STATUS**

**University of Southern Mississippi**

Shelby Freland Thames; *former position*: Distinguished University Research Professor and Professor of Polymer Science; *re-employment position*: Distinguished University Research Professor Emeritus and Professor Emeritus of Polymer Science; *re-employment period*: October 1, 2012 to June 30, 2013 (Rehired-Retiree NOT on contract)

**ANNOUNCEMENT**

President Blakeslee noted that the Board held listening session for the Delta State University Presidential Search on September 13 in Cleveland, MS and for the University of Southern Mississippi Presidential Search on September 19 in Hattiesburg and Long Beach, MS. Trustee Robin Robinson thanked the trustees who attended the USM listening sessions. Trustee Blakeslee thanked the trustees who attended the DSU listening sessions. Parker Executive Search was selected as the consultant for both searches.

**EXECUTIVE SESSION**

On motion by Trustee Perry, all Trustees legally present and participating voted unanimously to close the meeting to determine whether or not it should declare an Executive Session. On motion by Trustee Pickering, seconded by Trustee Hooper, all Trustees legally present and participating voted unanimously **to go into Executive Session** for the reasons reported to the public and stated in these minutes, as follows:

Discussion of four state university personnel matters and one IHL litigation matter.

**During Executive Session, the following matters were discussed:**

Four state university personnel matters and one IHL litigation matter were discussed. **No action was taken.**

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**On motion by Trustee Perry, seconded by Trustee Patterson, all Trustees legally present and participating voted unanimously to return to Open Session.**

**ADJOURNMENT**

There being no further business to come before the Board, on motion by Trustee Pickering, seconded by Trustee Robinson, all Trustees legally present and participating voted unanimously to adjourn the meeting.

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President, Board of Trustees of State Institutions of Higher Learning

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Commissioner, Board of Trustees of State Institutions of Higher Learning

# CONSENT AGENDAS

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING**  
**CONSENT AGENDA**  
**ACADEMIC AFFAIRS**  
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**1. SYSTEM – APPROVAL OF NEW ACADEMIC UNITS**

Board Policy 502: New Academic Programs and Units states: “Requests to establish new degree programs, colleges, schools, departments, institutes, and centers will be considered by the Board on a schedule and in accordance with guidelines and procedures to be determined by the Commissioner after consultation with the Institutional Executive Officers.”

In accordance with Board policy, approval is requested for establishing the following academic units.

**CENTERS AND INSTITUTES**

- a. ***University of Mississippi requests approval*** of the ***University of Mississippi Clinical-Disaster Research Center (UM-CDRC)***. The Center, a research, teaching/training, and service center in the Department of Psychology, College of Liberal Arts, will support the University’s mission by its impact on the welfare of individuals in the state and region that are experiencing emotional and economic pain due to disasters such as hurricanes, oil spills, etc. The anticipated cost for the Center will average \$29,663 annually. No new funding is associated with the Center; external funding will be sought to support programming.
- b. ***University of Mississippi Medical Center requests approval*** of the ***Behavioral Center for Children, Adolescent, and Youth (CAY)***. The Center will provide centralized services to young Mississippians from birth to age 25 by provide education, research, and clinical services. The Center will coordinate existing services within the structure of UMMC, with no additional costs incurred. An annual cost estimate of \$180,000 for the first year of running the CAY Center would be born entirely by clinical billing. No new funding is associated with the Center; external funding will be sought to support programming.
- c. ***University of Southern Mississippi requests approval*** of the ***Institute for Collaborative Research and Engagement***. The Institute, to be located in the College of Arts & Letters, will expand the college’s capacity to pursue major multi- and interdisciplinary research initiatives and help capitalize on the expertise of researchers in Arts & Letters to best serve the College, the University, and the region. The anticipated cost for the Center will average \$54,419 annually. No new funding is associated with the Institute; external funding will be sought to support programming.
- d. ***University of Southern Mississippi requests approval*** of the ***USM Center for Gulf Studies***. The Center, which will serve as the framework for new, long-term research and socioeconomic initiatives along the Mississippi Gulf coast, aims to bring science-based technological solutions to bear on both chronic and acute stressors such as oils spills,

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and hurricanes; and to optimize sustainable use of its important resources without sacrifice of the Gulf's health. A one-time investment from the Office of the Vice-Provost for Research in the amount of \$300,000 will establish the Center. No new funds are associated with the establishment of the Center.

**STAFF RECOMMENDATION: Board staff recommends approval of Items a-d.**

**2. SYSTEM – APPROVAL OF ACADEMIC UNIT MODIFICATIONS**

Board Policy 502: New Academic Programs and Units states: “Requests to establish new degree programs, colleges, schools, departments, institutes, and centers will be considered by the Board on a schedule and in accordance with guidelines and procedures to be determined by the Commissioner after consultation with the Institutional Executive Officers.”

In accordance with Board policy, approval is requested for the following academic unit modifications.

**REORGANIZE**

- a. *Jackson State University* requests permission to combine the *Department of Mass Communications* and the *Department of Speech Communication and Theatre* and to name the combined unit the *Department of Communications*. In an effort to streamline administrative oversight and associated costs, the restructuring allows for the reorganization of departments with homogeneous degree programs and faculty. No new funding is requested; minimal cost for signage will be covered with existing funds; minimal cost for signage will be covered with existing funds.
  
- b. *Jackson State University* requests permission to combine the *College of Education and Human Development* and the *School of Lifelong Learning* and to name the combined unit the *College of Education and Human Development; Division of Academic Affairs*. The Division of Academic Affairs is reorganizing to include an Assistant Provost responsible for the BS Degree Program in Professional Interdisciplinary Studies and Extended Learning, which includes the Department of Continuing Professional Studies and the Center for Adult and Continuing Education. The School of Lifelong Learning serves to meet the needs of present day workforce and adult learners, allowing participants to work with academic advisors to customize students that meet their personal needs while taking into consideration family and employment responsibilities. The School of Lifelong Learning provides instruction and training services meeting the needs of non-traditional students who require classes during the evening, weekends, and those available through technological innovations. The College of Education and Human Development will continue operating with the Dean and Associate Dean reporting to the

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Provost/Vice President for Academic Affairs. No new funding is requested; minimal cost for signage will be covered with existing funds.

**REORGANIZE AND RENAME**

- c. *University of Mississippi* requests permission to reorganize the *McLean Institute* by expanding its scope and to rename the Institute to the *McLean Institute for Public Service and Community Engagement*. The expanded scope of the McLean Institute will dramatically increase the number of faculty and student involved in community service projects, organize and expand volunteerism, service-learning, community-based research, social entrepreneurship, and community development projects. The anticipated cost for the Center will average \$166,667 annually. Funding in the amount of \$450,000 has already been secured through private donors. No new funding is requested; the Institute will be largely supported by a recently received gift to the University.

**RENAME**

- d. *Delta State University* requests permission to rename the *College of Education* to the *College of Education and Human Sciences*. The College of Education prepares both candidates in the education field and the human sciences. The name change more accurately reflects the range of preparation available to candidates enrolled in the varied programs within the College. No new funding is requested; minimal cost for signage will be covered with existing funds.
- e. *University of Southern Mississippi* requests permission to rename the *Department of Acute Care* to the *Department of Collaborative Nursing Care*. The name change better represents the programs housed in the department and reflects the expertise of the faculty. No additional cost is associated with the name change; minimal cost for signage will be covered with existing funds.
- f. *University of Southern Mississippi* requests permission to rename the *Department of Care Coordination* to the *Department of Advanced Practice*. The name change better represents the programs housed in this department and reflects the expertise of the faculty. No additional cost is associated with the name change; minimal cost for signage will be covered with existing funds.
- g. *University of Southern Mississippi* requests permission to rename the *Department of Leadership* to the *Department of Systems Leadership and Health Outcomes*. The name change better represents the programs housed in this department and reflects the expertise of the faculty. No additional cost is associated with the name change; minimal cost for signage will be covered with existing funds.

**STAFF RECOMMENDATION: Board staff recommends approval of Items a-g.**

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**3. MVSU – APPROVAL OF ACADEMIC PROGRAM MODIFICATION**

Board Policy 503: Program Modifications states: “*As part of its broad constitutional authority to govern the universities, the Board shall exercise its authority to modify programs offered by the universities generally or at various units of the universities.*”

In accordance with Board policy, approval is requested for the following academic program modifications.

**CONSOLIDATE**

- a. *Mississippi Valley State University* requests permission to consolidate the ***Bachelor of Science in English Education*** (CIP 13.1305), ***Bachelor of Math Education*** (CIP 13.1311), ***Bachelor of Science Education*** (CIP 13.1399), and ***Bachelor of Social Science Education*** (CIP 13.1317) into the ***Bachelor of Science in Secondary Education*** (CIP 13.1205) degree. The Secondary Education degree is administered through the Department of Education in the College of Professional Studies and Education. Students will complete 124 credit hours to include field experiences and an internship, thus meeting certification standards to gain teaching licensure. No new funding is requested and current education faculty is sufficient to provide instruction.

**STAFF RECOMMENDATION: Board staff recommends approval of this item.**

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**CONSENT AGENDA**  
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**1. ASU – REQUEST FOR APPROVAL OF LEASE, MAINTENANCE, AND SERVICE AGREEMENTS FOR VEHICLE FLEET**

**Agenda Item Request:** Alcorn State University (ASU) requests approval to initiate the following agreements with **Enterprise FM Trust** and **Enterprise Fleet Management, Inc.** for: 1) a *Master Equity Lease Agreement* for a customized fleet leasing and management services program, 2) a *Maintenance Agreement* for the provision of preventative maintenance services for covered fleet vehicles and 3) a *Service Agreement* that establishes specific contract terms and conditions.

**Contractor's Legal Name:** **Enterprise FM Trust (EFM Trust)** and **Enterprise Fleet Management, Inc. (EFM)**

**History of Contract:** New

**Specific Type of Contract:** Fleet leasing, management, and maintenance agreements

**Purpose:** Currently the university owns a fleet of 121 vehicles with mileage averaging 144,000 miles each and ranging in age from 8 to 21 years. Due to this advanced age and mileage of the vehicles, most of the fleet have become inefficient, unreliable, and costly to maintain. ASU intends to reduce the size of its fleet from 121 to 82 vehicles by disposing of 103 of the current higher mileage, older vehicles and acquiring sixty four (64) new vehicles through an open-ended lease program. The lease agreement will result in ASU obtaining ownership of each vehicle at the end of the lease term.

The purpose of the agreements is to enable ASU to assemble a fleet of sixty four (64) new vehicles via Open-Ended Lease Schedules that will all receive routine preventative maintenance service. The new fleet will be used for administrative, maintenance, and service purposes for ASU and will consist of the following:

- 3 Full-Sized Passenger Vans,
- 12 Mid-Sized Sedans,
- 8 Passenger Minivans,
- 12 Half Ton Pickup Trucks Reg 4x2,
- 6 Half Ton Pickup Trucks Quad 4x4,
- 2 One Ton Pickup Trucks Quad 4x4,
- 10 Half Ton Cargo Vans,
- 6 Compact Pickup Trucks Reg 4x2
- 4 One Ton Diesel Crew Cab Pickup Trucks 4x4, and
- 1 Dump Truck.

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**Scope of Work:** Enterprise will provide ASU with the following:

- delivery of vehicles to ASU campus,
- handling of vehicle registration and licensing processes,
- a dedicated, local account team for fleet management,
- monthly management reports, and
- a full maintenance program for the handling of all preventative maintenance services per a prescribed schedule.

**Term of Contract:** There are three separate but related agreements requiring Board approval.

- 1. Master Equity Lease Agreement:** The lease agreement under which ASU may order vehicles is for a five (5) year period - November 1, 2012 through October 31, 2017. The primary term of the agreement is for a one (1) year period – November 1, 2012 through October 31, 2013. The agreement may be renewed annually for up to four (4) years, or through October 31, 2017.
- 2. Service Agreement:** The term of the service agreement correlates with the term of the Master Equity Lease Agreement.
- 3. Maintenance Agreement:** This agreement is for a five (5) year period which will commence on the delivery date of each vehicle leased pursuant to the Master Equity Lease Agreement and continue on through the lease term.

**Termination Options:** This agreement may be terminated for the following reasons:

- reduction of funds,
- failure by Enterprise to comply with the federal E-Verify program,
- default by ASU of the terms of the Master Equity Lease Agreement, or
- either party may terminate the Maintenance Agreement with respect to any or all Covered Vehicles on the last day of any calendar month upon at least sixty (60) days written notice.

**Contract Amount:** The projected cost for the five (5) year contract term is approximately \$1,467,880 for lease, maintenance, and title and registration expenses. The annual cost will vary depending upon the current cost for vehicles incorporated into the fleet for a particular year. ASU anticipates ordering the following number of vehicles yearly throughout the contract term shown below.

- Year 1 – 41 vehicles
- Year 2 – 10 vehicles
- Year 3 – 8 vehicles
- Year 4 – 3 vehicles
- Year 5 – 2 vehicles

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**Funding Source of Contract:** The agreement will be funded by E & G funds.

**Contractor Selection Process:** ASU issued Request for Proposals #5402, titled “Fleet Leasing and Management Program” in February 2012. Enterprise was the only vendor to submit a proposal.

**Staff Recommendation:** Based on Board Policy 707.01, *Land, Property and Service Contracts*, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. The agreement has been reviewed and approved by the Attorney General’s Office. Board staff recommends approval of this item.

**2. JSU – REQUEST FOR APPROVAL OF AN AMENDMENT TO A FOOD SERVICE AGREEMENT**

**Agenda Item Request:** Jackson State University (JSU) requests permission to amend its professional services agreement with **Aramark Educational Services, LLC (Aramark)** to obtain an additional \$500,000 financial commitment for facilities renovation to its food service operations.

**Contractor’s Legal Name:** **Aramark Educational Services, LLC.**

**History of Contract:** The Board originally approved a ten-year contract with Aramark Educational Services LLC in June 2011 to provide food services to JSU. This will be amendment number one (1) to this contract which will allow JSU to obtain an additional \$500,000 financial commitment for facilities renovation to the food service operations. The original commitment was \$3.1 million. This amendment will bring the financial commitment to \$3.6 million.

**Specific type of contract:** Food services outsourcing agreement

**Purpose:** The purpose of this agreement is to increase the original \$3.1 million financial commitment made by Aramark for facility renovations and upgrades. Changes in scope for the renovation of the Burger King kiosk have created cost overruns for which Aramark would like to amend their contract with JSU by allowing an investment of an additional \$500,000 to complete the project.

**Scope of Work:** The amendment allows Aramark to provide an additional \$500,000 towards the completion of the Burger King kiosk. This would bring the total commitment paid by Aramark for facility upgrades to \$3.61 million. The additional \$500,000 would be used to add sprinklers to the kiosk, the addition of a patio, HVAC improvements, and specialty flooring. No other changes to the original contract terms are expected.

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**Term of contract:** The original contract length was approved for ten (10) years – July 1, 2011 through June 30, 2021. This amendment will become effective on November 1, 2012. The end date of the contract will remain the same.

**Termination Options:** Either party may terminate the agreement with or without cause upon ninety (90) days written notice. If there is an early termination by JSU, the institution must reimburse Aramark within 45 days for the unamortized portion of the cash investment plus interest. A straight-line amortization of the financial investment will be recognized over the ten (10) year period.

**Contract Amount:** This revenue contract amendment will generate an additional \$500,000 to the university thereby increasing the total projected revenue from the original \$23,982,919 to \$24,482,919 over the 10-year life of the contract.

**Funding Source for Contract:** This is a revenue contract.

**Contractor Selection Process:** This is an amendment to an existing contract. JSU issued the original contract after offering an Invitation to Negotiate (ITN) for Campus Dining/Catering Management Services in February 2011.

**Staff Recommendation:** Based on Board Policy 707.01, *Land, Property, and Service Contracts*, Board approval prior to execution of all food service contracts projected to generate aggregate total revenues for a university of more than \$250,000 is required. The agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.

**3. MSU – REQUEST FOR APPROVAL OF A WASTE DISPOSAL AND RECYCLING SERVICES AGREEMENT**

**Agenda Item Request:** Mississippi State University (MSU) requests approval to enter into an agreement with **Waste Pro of Mississippi, Inc. d/b/a Mississippi Industrial Waste – A Waste Pro Company (Mississippi Industrial Waste)** to provide waste disposal and recycling services for University property in Oktibbeha County.

**Contractor's Legal Name:** **Waste Pro of Mississippi, Inc. d/b/a Mississippi Industrial Waste – A Waste Pro Company (Mississippi Industrial Waste)**

**History of Contract:** This is a new agreement. MSU currently has two (2) separate contracts for waste disposal and recycling services. The current contract for waste disposal is with Mississippi Industrial Waste for the period January 1, 2010 to December 31, 2012. The original contract for recycling services was with Blubox LLC for the period April 16, 2010 to December 31, 2012. During the term of the contract, Blubox LLC was purchased by Mississippi Industrial Waste. Mississippi Industrial Waste was then purchased by Waste Pro. The company is now known as Mississippi Industrial Waste – A Waste Pro Company. As

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both contracts are due to expire on December 31, 2012, MSU is seeking permission to enter into a single agreement for both services.

**Specific type of contract:** Services agreement

**Purpose:** The purpose of the agreement is to remove waste and recyclable material from University property in Oktibbeha County. The intent is to move as much material as possible into the recycling stream. By having one company provide both services, MSU believes that waste pickups will be decreased while recycling will be increased, thus reducing the costs associated with waste disposal at the local landfill.

**Scope of Work:** Mississippi Industrial Waste will provide manpower, vehicles, equipment, containers, compactors, and other facilities necessary to provide sanitary collection and transportation of garbage, rubbish, cardboard, and recyclable items generated on University property in Oktibbeha County. Transportation will be to a landfill, collection station, or recycling center approved by MSU.

Mississippi Industrial Waste will provide garbage collection and recyclable collection on a schedule that minimizes costs to MSU while ensuring that containers do not get overfull or cause any unpleasant odors or problems.

**Term of contract:** MSU is seeking approval for a contract period of nine (9) years – January 1, 2013 through December 31, 2021. This includes an initial three-year period and an option to renew, upon mutual agreement of both parties, for up to three (3) additional 24-month periods. MSU will evaluate its satisfaction with the contractual relationship at the scheduled renewal period noted and reserves the right to terminate. If termination is pursued, MSU will communicate such to IHL.

**Termination Options:** Either party can terminate the agreement with written notice if the other party fails to perform the obligations to the other party under the agreement. The party issuing such a termination notice may allow thirty (30) days within which the other party may attempt to cure the failure to fulfill its obligations, but such thirty (30) day cure time is not required.

MSU can terminate the agreement in whole or in part for the convenience of MSU with ten (10) days' written notice.

Mississippi Industrial Waste can terminate the agreement without cause with at least one-hundred and twenty (120) days' notice prior to the proposed termination of the agreement.

**Contract Amount:** MSU calculated a cost estimate based on past usage related to the number of lifts and containers. It is projected that the annual cost will be approximately \$297,261.60, and the three-year cost will be approximately \$891,784.80. MSU is requesting

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approval for the maximum nine-year contract period which will be approximately \$2,675,354.40. However, MSU will evaluate the status of the contractual relationship at the end of the initial three-year period and the remaining scheduled renewal periods and reserves the right to terminate the relationship. If MSU or the contractor pursues termination, IHL will be notified.

**Funding Source for Contract:** General Funds (MSU Facilities Management)

**Contractor Selection Process:** MSU initiated a Request for Proposals on May 3, 2012. Two proposals were received. The results of the proposals are shown below.

- Mississippi Industrial Waste – \$297,261.60 annually
- Waste Management of Mississippi, Inc. – \$873,220.80 annually

Although the proposal from Waste Management of Mississippi, Inc. provided more opportunities for increased recycling (training, tracking, solar compactors, sustainability audits, green procurement policies) their annual cost was close to three (3) times the annual cost proposed by Mississippi Industrial Waste. Therefore, MSU determined that Mississippi Industrial Waste had submitted the best overall proposal to meet the needs of the university.

**Staff Recommendation:** Based on Board Policy 707.01, *Land, Property and Service Contracts*, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. The agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.

**4. MUW – REQUEST FOR AUTHORIZATION TO CREATE AN EDUCATIONAL BUILDING CORPORATION**

**Agenda Item Request:** Mississippi University for Women (MUW) requests approval to create the **Mississippi University for Women Educational Building Corporation (EBC)** and approval of the related articles of incorporation in the state of Mississippi.

**History:** MS CODE ANN. of 1972, Section 37-101-61, as amended, grants the state institutions of higher learning the authority to form non-profit corporations – Education Building Corporations – for the purpose of acquiring or constructing facilities for use by the institution. MS CODE ANN. of 1972, Section 37-101-63, permits these institutions to issue debt for purposes set forth in the section. Board Policy Section 906 provides for the governance of EBCs by the Board of Trustees. All issues of debt by EBCs must be approved by the Board of Trustees with the opinion of a financial advisor that the proposed revenue streams will be sufficient to service the debt. For debt issued by an EBC, the Board must approve a resolution and other related documents. MUW has not requested to issue debt

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through the EBC but to incorporate the MUW EBC in the state of Mississippi through the Secretary of State's office.

**Purpose:** MUW is requesting authorization to create an Educational Building Corporation and is also requesting the Board to approve the articles of incorporation. The EBC will be used as the conduit to issue debt for facilities projects approved by the Board of Trustees of the State Institutions of Higher Learning.

**Specific Type of Contract:** Incorporation of the MUW EBC in the state of Mississippi

**Scope of Work:** Jones, Walker, Waechter, Poitevent, Carrère & Denègre L.L.P. will serve as counsel for incorporation of the EBC.

**Term of Contract:** Perpetual incorporation

**Termination Options:** N/A

**Contract Amount:** MUW proposes to incorporate the MUW EBC. MUW has made no request to issue debt through the EBC at this time.

**Funding Source for Contract:** N/A

**STAFF RECOMMENDATION:** The Attorney General's Office reviewed and approved the standard legal documents for this program. Staff is recommending approval of the establishment of the MUW EBC as approved in Board Policy Section 906 and MS CODE ANN. of 1972, Section 37-101-61.

**5. UM – REQUEST FOR APPROVAL TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT**

**Agenda Item Request:** The University of Mississippi requests approval to enter into a contact with **Event Operations Group, Inc. (EOG)** for event staffing of athletic venues.

**Contractor's Legal Name:** **Event Operations Group, Inc. (EOG)**

**History of Contract:** New contract

**Specific type of contract:** Service contract

**Purpose:** Staffing to perform athletic game day duties including, but not limited to, guest services, ticket taking, ushering, parking, and event staff operations

**Scope of Work:** EOG shall be the institution's exclusive provider of all services that can be rendered by EOG as defined in this contract. The work to be performed by EOG includes, but is not limited to, the following:

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- guest services,
- ticket taking,
- ushering,
- parking, and
- event staff operations.

EOG will provide one (1) event manager for each event and one (1) event supervisor per every ten (10) staff associates or as defined by each region, zone, or area.

**Term of contract:** The contract period is October 19, 2012 through June 30, 2017. Upon Board approval the contract may be renewed for additional one (1) year periods.

**Termination Options:** This agreement may be terminated at any time prior to expiration as follows:

1. termination without cause – 90 day written notice, or
2. termination for material breach – 15 day written notice.

**Contract Amount:** The annual contract cost is estimated between \$400,000 and \$500,000. The total expected cost for the five (5) year contract period is between \$2.0 million to \$2.5 million. The Board is being requested to approve \$2.5 million.

**Funding Source for Contract:** Athletic revenues

**Contractor Selection Process:** The institution conducted a Request for Proposals (RFP) in order to gain competitive pricing. Three (3) qualifying proposals were received. The proposed prices were compared to each other and to the most recent prices paid by the University for the same services. References provided by the proposers were then contacted and evaluated. The rankings, from most to least preferred, are shown below.

1. Event Operations Group, Inc. - (\$2 million to \$2.5 million)
2. Andy Frain Services – (\$2.1 million to \$2.6 million)
3. Cobra Security – (\$2.2 million to \$2.7 million)

EOG provided the lowest and best proposal.

**Staff Recommendation:** Based on Board Policy 707.01, *Land, Property and Service Contracts*, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. The agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.

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**6. UMMC – REQUEST FOR APPROVAL OF CONTRACTUAL SERVICES AGREEMENTS**

- a. Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into an agreement with **CareFusion Solutions, LLC, formerly Cardinal Health Solutions, Inc. (Cardinal)**, for the provision of intravenous therapy supplies.

**Contractor’s Legal Name:** CareFusion Solutions, LLC (CareFusion)

**History of Contract:** While this is a new agreement, the Board previously approved a contract between UMMC and Cardinal in July 2009 for the period July 28, 2009 through July 27, 2012 for an estimated total cost of \$3 million. Since the expiration of the agreement, UMMC has purchased the supplies on a month to month basis via purchase order.

**Specific Type of Contract:** Purchase agreement

**Purpose:** The purpose of this agreement is for the purchase of the proprietary disposable intravenous therapy supplies for the CareFusion IV pumps currently used by UMMC.

**Scope of Work:** Under the agreement CareFusion will supply UMMC with the disposable IV administration sets designed to work with the IV pumps currently used by UMMC.

**Term of Contract:** The term of the agreement is for five (5) years – November 1, 2012 through October 31, 2017.

**Termination Options:** The agreement may be terminated for:

- default by either party under the agreement upon thirty (30) days written notice of opportunity to cure by the non-defaulting party,
- any purpose upon thirty (30) days written notice as long as there is no payment due and no other obligation yet to be performed,
- non-payment by UMMC upon fifteen (15) days written notice, or
- a breach by CareFusion of any representations and warranties to UMMC as specified in the Standard Terms and Conditions Addendum.

**Contract Amount:** The total estimated contract cost for the five (5) year contract term is \$5,806,804.20. UMMC anticipates paying approximately \$96,780.07 monthly or \$1,161,360.84 annually. The estimates are based on past purchasing history.

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In order to receive discounted pricing for the supplies, UMMC intends to commit to spending at least \$1,112,131 yearly for supplies. Purchasing at this tier will result in an approximate savings of \$47,777 monthly throughout the term of the contract.

**Funding Source of Contract:** The agreement will be funded by using patient revenues.

**Contractor Selection Process:** Purchased supplies are proprietary to CareFusion. CareFusion is an approved vendor contracted with Novation, UMMC's primary group purchasing organization (GPO) pursuant to Miss. Code Ann. § 31-7-13(m)(x).

**Staff Recommendation:** Based on Board Policy 707.01, *Land, Property and Service Contracts*, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. The agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.

- b. Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into an agreement with **Central Parking System of Mississippi, LLC** to provide management and staffing for certain UMMC paid parking facilities.

**Contractor's Legal Name: Central Parking System of Mississippi, LLC (Central Parking)**

**History of Contract:** Central Parking currently provides services to UMMC for parking facility management and staffing pursuant to an agreement that was approved by the Board in March 2006. The agreement was for a maximum five (5) year period at a cost not to exceed \$2 million. The proposed agreement is a new services agreement in which Central Parking was selected as a result of a Request for Proposals (RFP) issued in December 2011. Central Parking was selected as the preferred vendor in January 2012; however, due to an extended RFP process and contract negotiation, UMMC and Central Parking have been operating in the interim without an agreement in place.

**Specific Type of Contract:** Services agreement

**Purpose:** The purpose of the agreement is for the provision and management of staff for Parking Garages A and B, and Parking Lots 17 and 21 on UMMC's main campus.

**Scope of Work:** Central Parking will be responsible for the following:

- staffing services at designated UMMC locations according to an agreed upon schedule,
- 24 hour supervision of parking facility staffed by an on-site supervisor or manager,

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- continuous communication via cell phones between on-site supervisor and on-duty staff, and
- provision of daily operating cash, employee uniforms, pre-employment screening of staff, insurance, and any required operating licenses and/or permits.

UMMC will be responsible for:

- cleaning, maintenance and structural repair of the parking facilities,
- provision and repair of any and all parking lot equipment and/or parking supplies,
- provision of initial training of all parking staff,
- provision of photo ID badges for all parking staff, and
- all other operating expenses not provided for by the agreement.

**Term of Contract:** The total term of the agreement is for five (5) years – November 1, 2012 through October 31, 2017. The initial term of the agreement is for three (3) years - November 1, 2012 through October 31, 2015 with an option to renew for two (2) additional one-year terms upon mutual agreement of the parties.

**Termination Options:** The agreement may be terminated for the following:

- breach of the agreement by either party upon thirty (30) days written notice,
- at any time by either party upon ninety (90) days written notice,
- reduction of funds,
- failure by Central Parking to handle receipts received from the operation of the parking facilities as required in the agreement,
- in the event Central Parking becomes the subject of insolvency, bankruptcy, or receivership, or
- a breach by Central Parking of any representations and warranties to UMMC as specified in the Standard Terms and Conditions Addendum.

**Contract Amount:** The overall estimated cost for the five (5) year contract term is \$2,543,925.60. UMMC will pay \$39,930 monthly or \$479,160.00 for the first twelve (12) months of the agreement. The following four (4) years are subject to an annual rate adjustment which will not exceed the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, as released by the U.S. Labor Department, Bureau of Labor Statistics. Such a rate increase must be agreed upon by the parties. Assuming an annual increase of 3% after year 1 of the agreement, UMMC would pay the following:

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Contract Year	Annual Period	Annual Payment Amount <i>(Includes 3% annual increase on \$479,160, November 2013 and thereafter)</i>
1	November 2012 – October 2013	\$ 479,160.00
2	November 2013 – October 2014	493,534.80
3	November 2014 – October 2015	508,340.84
4	November 2015 – October 2016	523,591.07
5	November 2016 – October 2017	539,298.80
<b>Total</b>		<b>\$ 2,543,925.51</b>

**Funding Source of Contract:** The current agreement will be funded by General Funds.

**Contractor Selection Process:** UMMC issued Request for Proposals (RFP) number 1169, titled “Staffing for UMMC Pay Parking Facilities” in December 2011. Three contractors submitted price proposals for a five-year period as shown below.

1. Central Parking System of Mississippi LLC – \$ 2,543,925.51
2. Platinum Parking 2012 LLC – \$ 3,067,300.12
3. Standard-Garrett Mississippi Joint Venture I – \$ 2,828,262.17

The contractor with the lowest proposed cost, Central Parking, was selected.

**Staff Recommendation:** Based on Board Policy 707.01, *Land, Property and Service Contracts*, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. The agreement has been reviewed and approved by the Attorney General’s Office. Board staff recommends approval of this item.

- c. **Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a reagent rental agreement with **Hologic, Inc.** for testing supplies and instruments for UMMC’s Cytopathology Department.

**Contractor’s Legal Name: Hologic, Inc. (Hologic)**

**History of Contract:** While this is a new agreement, UMMC has been under contract with Hologic for testing supplies and instruments since August 2005.

**Specific Type of Contract:** Equipment rental and product purchase agreement

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**Purpose:** Under the agreement Hologic will provide usage and maintenance of pap testing equipment and maintenance for one piece of UMMC-owned equipment in return for a commitment by UMMC to purchase a minimum amount of ThinPrep Papanicolaou anatomic preparation (pap) reagent. The rental fee for the equipment covers the purchase of reagent supplies (kits) used in conjunction with the equipment.

**Scope of Work:** Hologic will provide the following:

- two (2) T3000 processors (already on site),
- one (1) T2000 processor (already on site),
- one (1) Tissue-Tek DRS 2000 stainer (already on site),
- maintenance services for the four (4) above-referenced Hologic owned instruments,
- maintenance service for T2000 processor owned by UMMC,
- on-site training in the use of the equipment, and
- ThinPrep Pap Test supplies, lab kits, and physician's kits.

**Term of Contract:** The term of the agreement is for five (5) years – December 1, 2012 through November 30, 2017.

**Termination Options:** The agreement may be terminated for the following:

- material breach by either party under the agreement upon thirty (30) days written notice of opportunity to cure by the non-breaching party,
- at any time by either party upon sixty (60) days written notice,
- in the event the use of Hologic's product constitutes an infringement of a valid U.S patent, copyright, or trademark and such infringement cannot be reasonably remedied,
- in the event either party becomes the subject of insolvency, bankruptcy, or receivership,
- at any time upon thirty (30) days written notice,
- reduction of funds, or
- a breach by Hologic of any representations and warranties to UMMC as specified in the Standard Terms and Conditions Addendum.

**Contract Amount:** The total contract cost for the five (5) year contract term is estimated to be \$1,079,957.25. Of this amount, \$1,022,400 is the cost of the testing supplies that UMMC is committing to purchase, and \$57,557.25 is the cost of optional lab and physician's kits that UMMC anticipates purchasing.

**Funding Source of Contract:** The agreement will be funded by patient revenues.

**Contractor Selection Process:** Sole-source

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**Staff Recommendation:** Based on Board Policy 707.01, *Land, Property and Service Contracts*, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. The agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.

- d. Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into an agreement with **Mall Services, LLC** for security services for UMMC satellite clinics located at the Jackson Medical Mall (Medical Mall).

**Contractor's Legal Name:** **Mall Services, LLC (Mall Services)**

**History of Contract:** While this is a new agreement, the Board previously approved a contract between UMMC and Mall Services in August 2008, for the period September 1, 2008 through June 30, 2011 for a maximum total cost of \$500,000. UMMC and Mall Services have been operating in the interim without an agreement in place.

**Specific Type of Contract:** Services agreement

**Purpose:** Under this agreement, Mall Services is to provide armed security guards between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, at three (3) to-be-designated guard stations in the areas surrounding the Ambulatory Services and Outpatient Clinics located at the Jackson Medical Mall.

**Scope of Work:** Mall Services will be responsible for the following:

- provision of appropriately trained security personnel,
- provision of radios and equipment for use by security personnel,
- maintaining shift logs, employee files and other related records, and
- conducting pre-employment screening of all security personnel.

**Term of Contract:** The term of the agreement is for three (3) years – November 1, 2012 through October 31, 2015.

**Termination Options:** The agreement may be terminated for the following:

- by either party at any time upon sixty (60) days written notice,
- reduction of funds, or
- a breach by Mall Services of any representations and warranties to UMMC as specified in the Standard Terms and Conditions Addendum.

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**Contract Amount:** The estimated total cost for the three (3) year contract term is \$347,490 or \$115,830 annually. This amount is based on the provision of 165 hours of security services weekly at a rate of \$13.50 per hour.

**Funding Source of Contract:** The agreement will be funded by patient revenues.

**Contractor Selection Process:** Mall Services, which is owned by the Jackson Medical Mall Foundation, is the current provider of this service for UMMC and other Medical Mall tenants.

**Staff Recommendation:** Based on Board Policy 707.01, *Land, Property and Service Contracts*, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. The agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.

- e. **Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a lease agreement and a cost per procedure schedule with **Olympus America Inc.** for equipment used in performing digestive disorder and broncho-pulmonary endoscopy procedures.

**Contractor's Legal Name: Olympus America Inc. (Olympus)**

**History of Contract:** While this is a new agreement, the Board previously approved an agreement between UMMC and Olympus in October 2008 for the period November 1, 2008 through October 31, 2011 for a total cost of \$781,704. Since the expiration of the agreement, Olympus has allowed UMMC to continue use of the equipment on a month-to-month basis.

**Specific Type of Contract:** Lease agreement and Cost Per Procedure Schedule

**Purpose:** The purpose of the agreement and cost per procedure schedule is to provide diagnostic equipment and associated accessories to UMMC's Adult GI Lab for performing digestive and pulmonary endoscopes in order to diagnose and treat digestive and pulmonary diseases.

**Scope of Work:** Olympus will provide the following:

- endoscopes,
- bronchoscopes, and
- supplies and/or accessories related to the operation of the equipment.

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UMMC is responsible for all reprocessing, cleaning and/or maintenance procedures necessary to keeping the leased equipment in working order.

**Term of Contract:** The term of the agreement is for two (2) years – November 1, 2012 through October 31, 2014.

**Termination Options:** The agreement may be terminated as follows:

- a default of the agreement by UMMC,
- a reduction of funds,
- by either party at any time upon thirty (30) days written notice provided that any equipment lease/schedule commenced pursuant to the Master Agreement has expired or been terminated and as long as there are no other obligation yet to be performed under the Master Agreement, or
- due to Olympus' failure to comply with the federal E-Verify Program, to the extent applicable.

**Contract Amount:** The estimated total contract cost for the two (2) year contract term is \$176,760. This amount is based on a cost per procedure of \$24.55 for an estimated 7,200 procedures overall. In the event the number of procedures exceeds 7,200, UMMC will be permitted to use the equipment free of charge for such overages.

In Year 1 of the agreement it is expected that 3,280 procedures will be performed for a total cost of \$80,524. In Year 2 it is expected that 3,920 procedures will be performed for a total cost of \$96,236. At the end of the two (2) year lease term UMMC, at its option, may elect to purchase the leased equipment at a purchase price of fair market value.

**Funding Source of Contract:** The agreement will be funded by patient revenues.

**Contractor Selection Process:** Olympus is part of UMMC's primary group purchasing organization (GPO).

**Staff Recommendation:** Based on Board Policy 707.01, *Land, Property and Service Contracts*, Board approval is required prior to execution of leases in an amount greater than \$100,000. The agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.

- f. **Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a reagent rental agreement with **Roche Diagnostics Corporation** for equipment and testing supplies for the hospital's Clinical Laboratory.

**Contractor's Legal Name: Roche Diagnostics Corporation (Roche)**

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**History of Contract:** While this is a new agreement, UMMC has been under contract with Roche for equipment, software, services, and chemical reagents since 2007.

**Specific Type of Contract:** Master Agreement with related Product Schedule

**Purpose:** Under the agreement Roche will provide usage and service of testing equipment for Neisseria Gonorrhoea (NG), Chlamydia (CT), and Human Papillomavirus (HPV) in return for a commitment by UMMC to purchase a minimum annual amount of reagents and related consumables (“kits”). The rental fee for the equipment covers the purchase of the reagents and kits used in conjunction with the equipment. It is estimated that 12,270 tests will be performed each year using the purchased supplies.

**Scope of Work:** Under the agreement, Roche will provide the following:

- one cobas x480 Instrument,
- one cobas z480 Analyzer,
- equipment services,
- technical training in product use, and
- reagents and related kits.

UMMC is responsible for the following:

- employee training process regarding equipment use,
- provision of an internet enabled connection for Roche to remotely access the equipment for purposes of troubleshooting, training, and software updates, and
- payment for optional, non-standard equipment modification.

**Term of Contract:** The term of the agreement is for five (5) years – November 1, 2012 through October 31, 2017.

**Termination Options:** The agreement may be terminated for the following:

- default by either party under the Master Agreement,
- for a breach by Roche of any representations and warranties to UMMC as specified in the Standard Contract Addendum,
- an inability to agree to renegotiated contract terms in the event a change in law occurs that materially restricts or prohibits the rights of either party or otherwise makes it desirable for the parties to renegotiate the agreement,
- reduction of funds, or
- failure by Roche to comply with the federal E-Verify program.

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**Contract Amount:** The total contract cost for the five (5) year contract term is estimated to be \$1,254,068.25 for the purchase of the reagents and kits that UMMC *anticipates* purchasing above the minimum amount committed of \$1,049,670.84.

Beginning November 1, 2013 and each November 1<sup>st</sup> thereafter for the length of the agreement, and upon thirty (30) written notice, there *may* be an annual rate adjustment in an amount not to exceed the increase in the Hospital and Related Services component of the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, as released by the U.S. Labor Department, Bureau of Labor Statistics. UMMC estimates a maximum rate adjustment of 4% yearly in the event Roche opts to impose a price adjustment on UMMC.

Refer to the chart below for a breakdown of annual costs which includes an annual 4% increase effective year two (2) of the contract (November 1, 2013) and each year thereafter.

Contract Year	Annual Payment Amount
1	\$ 231,535.00
2	240,796.40
3	250,428.26
4	260,445.39
5	270,863.20
<b>Total</b>	<b>\$ 1,254,068.25</b>

**Funding Source of Contract:** The agreement will be funded by patient revenues.

**Contractor Selection Process:** Sole-source

**Staff Recommendation:** Based on Board Policy 707.01, *Land, Property and Service Contracts*, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. The agreement has been reviewed and approved by the Attorney General’s Office. Board staff recommends approval of this item.

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- g. Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into an agreement with **Roche Diagnostics Corporation** for 1) the lease of laboratory equipment and 2) purchase of equipment maintenance and associated supplies for chemistry and immunoassay testing.

**Contractor's Legal Name: Roche Diagnostics Corporation (Roche)**

**History of Contract:** While this is a new agreement, UMMC has been under contract with Roche for equipment, software, services, and chemical reagents since 2007.

**Specific Type of Contract:** Master Agreement with accompanying Product Schedule

**Purpose:** The primary purpose of the agreements is to modify the financing arrangements for currently leased laboratory equipment, chemical reagents, and related supplies that are currently purchased under a rental reagent agreement with Roche.

In addition, UMMC worked with Roche to develop a Master Agreement under which UMMC may negotiate future Statements of Work or Product and/or Product Schedules with Roche attached to the Master Agreement; however, Board approval will be required.

The proposed agreement and accompanying product schedule are for the lease of chemistry instruments, the purchase of equipment maintenance, and the purchase of a minimal annual amount of chemical reagents and related supplies to be used at the following UMMC facilities:

- Core Lab,
- ED Lab,
- Pavilion Lab,
- Holmes County location,
- NICU Lab,
- Special Chemistry Lab,
- Jackson Medical Mall location,
- Family Medical Lab, and
- University Hospital – UP Grant's Ferry location.

**Scope of Work:** Roche will provide the following:

- eleven (11) **cobas®** (*name for Roche's world class portfolio of professional in vitro diagnostics (IVD) Laboratory Systems, Point of Care and Molecular Diagnostics*) chemistry/immunoassay instruments,
- two (2) **Modular Pre-Analytics Evo** instruments (*MODULAR PRE-ANALYTICS EVO (MPA) automates all pre/post analytical steps including sample transportation to on-line connected Clinical Chemistry, Immuno Testing and Coagulation analyzers. Major benefits:*

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*shorter and predictable Turnaround Time (TAT), carry-over free processing of samples, and increased quality and efficiency in pre-analytics),*

- equipment maintenance and/or service, and
- clinical chemistry reagents and associated supplies.

UMMC is responsible for the following:

- employee training process regarding equipment use,
- provision of an internet enabled connection for Roche to remotely access the equipment for purposes of troubleshooting, training, and software updates, and
- payment for optional, non-standard equipment modification.

**Term of Contract:** The term of the agreement is for five (5) years – November 1, 2012 through October 31, 2017.

**Termination Options:** The agreement may be terminated for the following:

- default by either party under the Master Agreement,
- reduction of funds,
- for a breach by Roche of any representations and warranties to UMMC as specified in the Standard Contract Addendum,
- an inability to agree to renegotiated contract terms in the event a change in law occurs that materially restricts or prohibits the rights of either party or otherwise makes it desirable for the parties to renegotiate the agreement, or
- failure by Roche to comply with the federal E-Verify Program.

**Contract Amount:** The total estimated cost for the five (5) year contract term is \$12,363,215.55. This total includes the following costs:

1. lease of laboratory equipment - \$1,813,439.55,
2. purchase of equipment services - \$1,595,241.00 and,
3. purchase of reagents and supplies in the amount that UMMC *anticipates* purchasing above the minimum amount committed - \$8,954,535.00.

Under the Master Agreement Roche may annually adjust the rate for *reagent and supply* pricing after the first twelve (12) months of the agreement and upon thirty (30) days advance notice to UMMC. Such amount will not exceed the increase in the Hospital and Related Services component of the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, as released by the U.S. Labor Department, Bureau of Labor Statistics. UMMC estimates a maximum rate adjustment of 4% yearly in the event Roche opts to impose a price adjustment. In addition, UMMC will receive a Novation discount of 2.75% yearly toward the purchase price of the reagents and supplies.

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Refer to the chart below for a breakdown of annual reagent and supply costs which includes the anticipated annual 4% increase effective Year 2 and the 2.75% rebate which is effective Year 1.

<b>Estimated Reagent/Supply Costs Assuming 4% Increase and 2.75% Rebate</b>		
<b>Contract Year</b>	<b>Annual Cost <i>Includes 4% <u>increase</u> beginning Year 2</i></b>	<b>Annual Cost <i>Includes 2.75% rebate (<u>decrease</u>) beginning Year 1</i></b>
1	\$1,700,000	\$1,653,250
2	1,768,000	1,719,380
3	1,838,720	1,788,155
4	1,912,269	1,859,681
5	1,988,760	1,934,069
<b>Total</b>	<b>\$9,207,748</b>	<b>\$8,954,535</b>

**Funding Source of Contract:** The agreement will be funded by patient revenues.

**Contractor Selection Process:** Roche is an approved vendor contracted with Novation, UMMC’s primary group purchasing organization (GPO) pursuant to Miss. Code Ann. § 31-7-13(m)(x).

**Staff Recommendation:** Based on Board Policy 707.01, *Land, Property and Service Contracts*, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. The agreement has been reviewed and approved by the Attorney General’s Office. Board staff recommends approval of this item.

- h. Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into an agreement with **ThyssenKrupp Elevator Corporation (Thyssen)** for elevator maintenance and repair services.

**Contractor’s Legal Name:** **ThyssenKrupp Elevator Corporation (Thyssen)**

**History of Contract:** While this is a new agreement, the Board previously approved an agreement between UMMC and Thyssen in September 2007 for the period October 1, 2007 through September 30, 2012 in an amount that was not to exceed \$2,000,000.

**Specific Type of Contract:** Maintenance Agreement

**Purpose:** The purpose of the agreement is for Thyssen to perform comprehensive monthly maintenance and repair services to 58 elevators located within 22 buildings on the UMMC campus.

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**Scope of Work:** Under the agreement, Thyssen will provide the following:

- Maintenance Control Program (MCP) that sets forth the procedures by which all elevator equipment is examined, maintained and tested for safety and performance,
- VIEW system for online access to elevator maintenance records, periodic safety testing of equipment,
- scheduled performance examinations of all elevator equipment that includes adjusting, lubrication, and repair on a regular basis,
- emergency callback service during and/or after normal working hours,
- parts, tools, equipment, and lubricants needed for the service and repair of all elevator equipment, and
- periodic quality assurance audit surveys and update recommendations.

UMMC is responsible for the following:

- providing safe workplace conditions for Thyssen personnel,
- providing a suitable machine room that has secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control,
- making available the current wiring diagrams for the covered equipment,
- instructing passengers in proper use of the equipment,
- keeping equipment under continued surveillance by competent personnel in order to detect irregularities,
- maintaining dry conditions in elevator pits and/or proper removal should liquids become present there,
- allowing only Thyssen personnel to make alterations, adjustments, and/or repairs to the equipment, and
- replacement of equipment parts deemed obsolete by Thyssen.

**Term of Contract:** The term of the contract is five (5) years – November 1, 2012 through October 31, 2017.

**Termination Options:** This agreement may be terminated for the following reasons:

- reduction of funds,
- by Thyssen should UMMC fail to make payment on any invoice within sixty (60) days of the billing date,
- by either party upon thirty (30) days written notice,
- for a breach by Thyssen of any representations and warranties to UMMC as specified in the Standard Contract Addendum,
- an inability to agree to renegotiated contract terms in the event a change in law occurs that materially restricts or prohibits the rights of either party or otherwise makes it desirable for the parties to renegotiate the agreement, or
- upon failure by Thyssen to comply with the Federal E-Verify Program.

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**Contract Amount:** The total estimated cost of the contract for the five-year period is \$2,434,452.84.

Beginning November 1, 2013 and each November 1<sup>st</sup> thereafter for the length of the agreement, there will be an annual rate adjustment based on the following factors:

1. The agreement price may be adjusted to reflect the percentage change, including applicable fringe benefits, paid to other elevator examiners.
2. The agreement price may be adjusted in the event the equipment covered under the agreement is modified from its present state.
3. The agreement price may be adjusted to reflect an increase in fuel costs when such increases exceed the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average current rate, as released by the U.S. Labor Department, Bureau of Labor Statistics.

In any event, total price escalations are limited to a maximum of 4% overall in any one (1) year period. See the chart below for a breakdown of annual costs which includes an annual 4% increase effective year two (2) of the contract (November 1, 2013) and each year thereafter.

Contract Year	Annual Payment Amount
1	\$ 449,466.00
2	467,444.64
3	486,142.44
4	505,588.12
5	525,811.64
<b>Total</b>	<b>\$ 2,434,452.84</b>

**Funding Source of Contract:** The agreement will be funded by General Funds. The University of Mississippi will reimburse UMMC approximately \$4,699 annually for costs associated with elevator maintenance services for the School of Pharmacy.

**Contractor Selection Process:** ThyssenKrupp is a vendor contracted with Novation, UMMC's primary group purchasing organization (GPO).

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**Staff Recommendation:** Based on Board Policy 707.01, *Land, Property and Service Contracts*, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. The agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.

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**Note:** Project numbers beginning with the prefix "GS" designate projects that the Bureau of Building provides management oversight for and are funded partially or wholly with state Bureau of Building bond revenues. Project numbers beginning with the prefix "IHL" designate projects that are funded from university self-generated sources including but not limited to donations, fees, and grants.

**Board Policy §902, Initiation of Construction Projects**

*The Board must approve the initiation of a project for the construction of new facilities, repairs and renovations to existing facilities and requests for a capital outlay with a total project budget exceeding \$1,000,000 regardless of how the projects are financed. It is the intent of the Board that its appropriate staff under the direction of the Commissioner shall be involved in all phases of building projects requiring approval by the Board. All construction, repairs, and renovation projects with a total budget of \$1,000,000 or less may be approved by the Institutional Executive Officer. However, all projects utilizing any state bond funds, including Ayers funds, must be initiated with STAFF approval from the Office of Real Estate and Facilities. No further approvals are required by IHL staff for projects of \$1,000,000 or less unless the budget changes. All budget changes for these projects must be reported to the Office of Real Estate and Facilities.*

**Board Policy §904(A), Board Approval**

*When funding has been secured from whatever source, each institution shall bring all new projects to the Board for the approval of the project initiation and the appointment of a design professional, as required in Board Policy §902, Initiation of Construction Projects. This request shall include a detailed description of the work to be accomplished, the total budget, the funding source and the design professional recommended to the Board for approval.*

*After the Board has granted approval of both the initiation of a project and the appointment of a design professional, no further Board action or approval is required for the completion of the project if the following conditions are met:*

- 1. The detailed description of the work to be accomplished, as specifically approved by the Board within the project initiation, has not changed.*
- 2. The total project budget has not increased beyond the amount specifically approved by the Board as part of the project initiation;*
- 3. The funding source has not changed from that specifically approved by the Board as part of the project initiation; and*
- 4. The design professional previously approved by the Board has not changed.*

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*If the above four conditions have been met, the Board's Real Estate and Facilities staff, through the Commissioner, shall have the authority to approve any and all necessary documents related to the completion of the subject construction project, including the approval of construction documents, the advertisement and receipt of bids, the approval of a bid, the award of a contract and any change orders.*

*Prior to the commencement of construction, the Board must approve the exterior design of the major buildings that have aesthetic impact on the overall campus, regardless of the cost of the project. This requirement applies to all buildings and facilities on an institution's property even if the land is leased to an institution's affiliated entity or a private developer.*

**Board Policy §904(A), Board Approval**

*When funding has been secured from whatever source, each institution shall bring all new projects to the Board for the approval of the project initiation and the appointment of a design professional, as required in Board Policy §902, Initiation of Construction Projects. This request shall include a detailed description of the work to be accomplished, the total budget, the funding source and the design professional recommended to the Board for approval.*

*After the Board has granted approval of both the initiation of a project and the appointment of a design professional, no further Board action or approval is required for the completion of the project if the following conditions are met:*

- 1. The detailed description of the work to be accomplished, as specifically approved by the Board within the project initiation, has not changed.*
- 2. The total project budget has not increased beyond the amount specifically approved by the Board as part of the project initiation;*
- 3. The funding source has not changed from that specifically approved by the Board as part of the project initiation; and*
- 4. The design professional previously approved by the Board has not changed.*

*If the above four conditions have been met, the Board's Real Estate and Facilities staff, through the Commissioner, shall have the authority to approve any and all necessary documents related to the completion of the subject construction project, including the approval of construction documents, the advertisement and receipt of bids, the approval of a bid, the award of a contract and any change orders.*

*Prior to the commencement of construction, the Board must approve the exterior design of the major buildings that have aesthetic impact on the overall campus, regardless of the cost of the project. This requirement applies to all buildings and facilities on an institution's property even if the land is leased to an institution's affiliated entity or a private developer.*

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**Board Policy §905(B), Real Estate Management**

*Prior to Board consideration of the purchase or acceptance of real estate from any source, a Phase I or more detail Environmental Report shall be completed by qualified personnel and submitted to the Board's Real Estate and Facilities Office. In the event hazardous substances are confirmed as having existed in the past or as presently existing, the Board reserves the right to cancel the transaction without liability, or to permit the other party or parties to remove the hazardous substances at its or their expense in a manner sufficient to receive a "no further action" letter from the State's Department of Environmental Quality.*

**Board Policy §917, Naming Buildings and Facilities**

*Board approval must be obtained prior to naming or re-naming any institutional building or facility. Board approval must also be obtained prior to naming or renaming any building or facility built on university property leased to a university affiliated entity, a private developer or any other individual or entity.*

**APPROVAL OF INITIATIONS OF PROJECTS/APPOINTMENTS OF PROFESSIONALS**

**BUREAU OF BUILDING PROJECTS**

**1. MSU – GS 105-348 – Energy Monitoring and Control (EMC) System**

**Project Request:** Mississippi State University requests approval to initiate a project, Energy Monitoring and Control (EMC) System.

**Proposed Design Professional:** TBD

**Purpose:** Mississippi State University is seeking to initiate this project in order to design and install an automated utility metering system across the Starkville campus for electricity, natural gas, hot water, chilled water, and domestic water that allows measurement information to be collected and analyzed in real time for energy management.

Concurrent with the Bureau of Building and Mississippi Development Authority (MDA) joint initiative to enhance the state-wide energy monitoring database, the Bureau of Building has provided funds for MSU to implement a Starkville campus-wide automated utility metering system. Additionally, the "Advanced Metering Infrastructure" (AMI) will be designed to provide automated readings to the existing

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facilities management utility billing software and thus present a cost savings to the university. Further, as MDA will begin to mandate regular updates of building energy consumption to the state-wide EMC, the automated metering will prevent the additional man hours required to upload all of this data on a regular basis. The project will prioritize electrical and gas meters for the largest consuming facilities and then address lesser consuming facilities and water metering as funds are available.

Mississippi State University is seeking to initiate the project and appoint the design professional in accordance with Board Policy §904(A), Board Approval, that requires each institution to bring all new projects to the Board for the approval of the project initiation and the appointment of a design professional, as required in Board Policy §902, Initiation of Construction Projects.

**Project Initiation Date:** October 18, 2012

**Date of Original Construction:** N/A

**Date of Last Renovation:** N/A

**Proposed Project Budget:**

	<i>Estimated</i>
Construction Cost:	\$ 1,104,000.00
Architectural and Engineering Fees:	88,240.00
Miscellaneous Project Costs:	30,560.00
Contingency:	<u>52,200.00</u>

**Total Project Budget** **\$ 1,275,000.00**

**Proposed Funding Source(s):** 2011 Bureau of Building Energy Discretionary Funds (\$1,275,000)

**Staff Recommendation:** Board staff recommends approval of this item.

**IHL PROJECTS**

**2. UM – IHL 207-363 – Library Cooling Tower Replacement**

**Project Request:** The University of Mississippi requests approval to initiate a project, Library Cooling Tower Replacement and to appoint GCM Group as the design professional.

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**Proposed Design Professional: CGM Group, Inc.**

**Purpose:** The five existing galvanized towers are in an advanced stage of deterioration and total failure of the fan shafts is imminent. The towers supply the condensing water for two, one thousand ton chillers that provide cooling for part of the campus chilled water loop system. Tower failure would adversely affect cooling to the entire system. Buildings that would be directly impacted by a failure include the library itself, the Lyceum, Holman Hall, Conner Hall, Weir Hall, Martindale, Peabody Hall, Bondurant Hall, Bishop Hall, Johnson Commons, and Lewis Hall. The ideal time frame for changing out the towers would be between November and April.

The replacement towers are considered high-efficiency in all aspects of performance. The fan motors can be smaller, variable frequency drives use less power, and condensing pumps conserve water.

The University of Mississippi is seeking to initiate the project and appoint the design professional in accordance with Board Policy §904(A), Board Approval, that requires each institution to bring all new projects to the Board for the approval of the project initiation and the appointment of a design professional, as required in Board Policy §902, Initiation of Construction Projects.

**Project Initiation Date:** October 18, 2012

**Date of Original Construction:** The library was constructed in 1951.

**Date of Last Renovation:** 1970 for a large addition to the building; 1998 for minor renovations to the Library.

**Proposed Project Budget:**

	<i>Estimated</i>
Construction Cost:	\$ 1,128,000.00
Architectural and Engineering Fees:	110,520.00
Miscellaneous Project Costs:	30,100.00
Contingency:	<u>231,379.53</u>
<b>Total Project Budget</b>	<b>\$ 1,500,000.00</b>

**Proposed Funding Source(s):** Internal R&R (\$1,500,000)

**Staff Recommendation:** Board staff recommends approval of this item.

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**3. UM – IHL 207-365 – Kinard Hall Water Storage Tank Replacement at Rebel Drive**

**Project Request:** The University of Mississippi requests approval to initiate a project, Kinard Hall Water Storage Tank Replacement at Rebel Drive and to appoint Engineering Solutions, Inc as the design professional.

**Proposed Design Professional: Engineering Solutions, Inc.**

**Purpose:** The project will replace the aging 300,000 gallon Kinard Hall elevated water tank at Rebel Drive with a 750,000 gallon tank that is designed to meet current structural and seismic codes and will require less maintenance. The current volume is not adequate to meet the growing demand for water on campus per Mississippi Health Department Requirements. The project scope includes site development and tank construction including foundations, site piping, grading, fencing and electrical. The project scope will also include the demolition of the old water tank and the restoration of that site.

The University of Mississippi is seeking to initiate the project and appoint the design professional in accordance with Board Policy §904(A), Board Approval, that requires each institution to bring all new projects to the Board for the approval of the project initiation and the appointment of a design professional, as required in Board Policy §902, Initiation of Construction Projects.

**Project Initiation Date:** October 18, 2012

**Date of Original Construction:** The date the water tank was originally installed is unknown by the university due to the water tank being installed well before records were kept on this structure.

**Date of Last Renovation:** Not applicable

**Proposed Project Budget:**

	<i>Estimated</i>
Construction Cost:	\$ 1,800,000.00
Architectural and Engineering Fees:	192,986.75
Miscellaneous Project Costs:	88,600.00
Contingency:	<u>418,413.25</u>
<b>Total Project Budget</b>	<b>\$ 2,500,000.00</b>

**Proposed Funding Source(s):** Internal R&R (\$2,500,000)

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**Staff Recommendation:** Board staff recommends approval of this item.

**4. USM-Gulf Park – IHL 214-018 – Central Mechanical Plant Expansion**

**Project Request:** The University of Southern Mississippi requests approval to initiate a project, Central Mechanical Plant Expansion and to appoint Studio South Architects, PLLC as the design professional.

**Proposed Design Professional:** Studio South Architects, PLLC

**General Contractor:** J.F. Pate and Associates Contractors (Pending Award)

**Purpose:** The project was initiated with Board staff in July 2012 with a budget of \$996,206. Since the project had a budget at the time of \$1 million or less, the university was not required to initiate the project with Board per Board Policy §902, Initiation of Construction Projects. Studio South Architects, PLLC was selected by the university as the design professional. Bids were received on September 12, 2012, at which time J.F. Pate submitted the low bid of \$1,320,500. Due to bids being over the \$1 million threshold established by the Board for initiation, the university is now seeking to initiate the project and appoint the design professional in accordance with Board Policy §904(A), Board Approval, that requires each institution to bring all new projects over \$1 million to the Board for the approval of the project initiation and the appointment of a design professional, as required in Board Policy §902, Initiation of Construction Projects.

Currently the lone boiler/chiller plant for USM Gulf Park is a 40' x 110' concrete block rectangular building, covered with stucco, with a sloped roof. The building houses two chillers, two boilers, and two condensing towers. Together, they supply all the cold and hot water needed for the university's campus air conditioning system.

The current project will create an exact sister to that building. Located directly adjacent to the existing, and matching the exact same construction, the new Central Mechanical Plant Expansion will provide one new chiller, one new boiler, and one new condensing tower. Taken together, this new expanded system will handle the additional load created by our new Science Building, Nursing Building, and Hardy Hall addition.

**Project Initiation Date:** October 18, 2012

**Date of Original Construction:** Not applicable

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**Date of Last Renovation:** Not applicable

**Proposed Project Budget:**

	<i>Estimated</i>
Construction Cost:	\$ 1,320,500.00
Architectural and Engineering Fees:	104,203.36
Miscellaneous Project Costs:	1,122.05
Contingency:	<u>74,174.59</u>
<b>Total Project Budget</b>	<b>\$ 1,500,000.00</b>

**Proposed Funding Source(s):** General Funds (\$1,500,000)

**Staff Recommendation:** Board staff recommends approval of this item.

**APPROVAL OF BUDGET INCREASES AND/OR CHANGES OF SCOPE/FUNDING SOURCE(S)**

**BUREAU OF BUILDING PROJECTS**

**5. ASU – GS 101-292 – Bowles Hall Renovations**

**Project Request:** Alcorn State University requests approval to increase the project budget for the Bowles Hall Renovations project. The budget will increase from \$5,500,000 to \$8,200,000 for an increase in the amount of \$2,700,000. The university also requests approval to add a funding source to the project (HB 1701, Laws of 2010) to allow for the budget increase. The remainder of the budget increase is coming from funding sources that have already been approved by the Board.

**Project Phase:** Design Phase

**Design Professional:** Burriss Wagnon Architects

**General Contractor:** TBD

**Purpose/Justification:** The project is currently in the design phase. This is the first budget escalation request made for this project by the university. The project was initiated with the Board on August 17, 2011. The escalation of the project budget in required based on the professional's latest design development documents and updated cost estimate to address unforeseen issues with the building's envelope,

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mechanical system, and electrical system. The current budget was simply an estimate of the project costs and has since been updated to reflect the true costs associated with the renovation of the building.

The project will include both interior and exterior renovations of Bowles Hall, removal of hazardous materials, mechanical system improvements, energy improvements, and landscaping. The building is currently being used as a mixed use facility containing classrooms, labs, and administrative space. The university plans to renovate Bowles Hall and use it as an administration building and plans to relocate the existing five (5) classrooms and two (2) labs in Bowles Hall. Over the past two years, the university has minimized the number of classes held in this facility due to water penetration down the parapet wall and around windows. The classroom and lab space in Bowles Hall will be relocated to the Biotechnology Math and Science Building and the Walter Washington Building. Alcorn State plans to accommodate the increased space demand for these classrooms through more efficient scheduling practices. Alcorn State University is acting in accordance with Board Policy §904(A), Board Approval, that requires each institution to submit all project changes of scope and budget increases to the Board for approval.

**Project Initiation Date:** August 17, 2011

**Project Budget:**

	<b>Current Budget</b>	<b>Proposed Budget</b>	<b>Amount (+/-)</b>
Construction Costs	\$ 4,730,000.00	\$ 7,401,158.00	\$ 2,671,158.00
Architectural and Engineering Fees	\$ 385,000.00	\$ 479,406.00	\$ 94,406.00
Miscellaneous Project Costs	\$ 110,000.00	\$ 110,000.00	\$ 0.00
Contingency	\$ 275,000.00	\$ 209,436.00	\$ (65,564.00)
<b>Total Project Budget</b>	<b>\$ 5,500,000.00</b>	<b>\$ 5,500,000.00</b>	<b>\$ 2,700,000.00</b>

**Funding Source(s):** SB 3100, Laws of 2011 (\$7,200,000); HB 1701, Laws of 2010 (\$1,000,000)

**Staff Recommendation:** Board staff recommends approval of this item.

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**6. DSU – GS 102-237 – Caylor-White/Walters Renovation Phase III**

**Project Request:** Delta State University requests approval to increase the project budget for the Caylor-White/Walters Renovation Phase III project. The budget will increase from \$11,700,000 to \$15,715,249 for an increase in the amount of \$4,015,249. The university also requests approval to add two funding sources to the project (HB 1722, Laws of 2009 and 2010 Bureau of Building Envelope Discretionary Funds) to allow for the budget increase. The remainder of the budget increase is coming from funding sources that have already been approved by the Board.

**Project Phase:** Design Phase

**Design Professional:** Architecture South

**General Contractor:** TBD

**Purpose/Justification:** The project is currently in the design phase. This is the second budget escalation request made for this project by the university for Phase III. The project was initiated with the Board on August 19, 2010 as Phase III of the Caylor/White-Walters Renovation. Due to the size of the project, design and construction has been phased over several years and bond bills. The first budget increase was approved by the Board on August 18, 2011. The purpose of the first budget escalation was to combine the previously approved funding source for Phase III of Caylor/White-Walters with funds that became available in SB 3100 to fully fund the project. In the intervening months following the first budget increase, design was completed and the project advertised for bids. Bids were opened on June 21, 2012. The apparent low bidder was Thrash Commercial Contractors at \$15,500,000, several million above the construction budget of \$10,503,442. All bids were rejected. The bids received indicate that the architect's estimate was in error. The actual cost of approved project scope exceeded the current budget so the university is seeking to increase the budget to accommodate more realistic cost estimates for the project. Delta State will transfer funds from the following bond bills and projects to produce the \$4,015,249: SB 3100, Laws of 2011, \$2,000,000; GS#102-229 Residence Halls Fire Protection, \$100,000; GS#102-230 Electrical Service Upgrade PH I, \$800,000; GS#102-252 Campus Roofing, \$750,000; GS#102-241 Envelope Renovations, \$250,000; GS#102-250 Energy Conservation Measures, \$115,249.

Caylor/White-Walters is a 94,000 square foot science lab and classroom facility constructed in the late 1970's. Other than a new roof in the late 1990's, no work has been done on the building since construction. Renovation of this facility has been the university's top priority for several years. Phase III of the project will complete the

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construction of 12 laboratories with prep rooms in a 24,000 square foot expansion and will renovate existing labs, lecture halls, faculty offices, restrooms, auditoriums, and the front entrance. A new sprinkler system and fire alarm system will also be installed. Delta State University is acting in accordance with Board Policy §904(A), Board Approval, that requires each institution to submit all project changes of scope and budget increases to the Board for approval.

**Project Initiation Date:** August 19, 2010

**Project Budget:**

	<b>Current Budget</b>	<b>Proposed Budget</b>	<b>Amount (+/-)</b>
Construction Costs	\$ 9,321,867.00	\$ 13,907,677.00	\$ 4,585,810.00
Architectural and Engineering Fees	\$ 782,153.00	\$ 900,247.00	\$ 118,094.00
Miscellaneous Project Costs	\$ 143,831.00	\$ 220,600.00	\$ 76,769.00
Contingency	\$ 1,452,149.00	\$ 686,725.00	\$ (765,424.00)
<b>Total Project Budget</b>	<b>\$ 11,700,000.00</b>	<b>\$ 15,715,249.00</b>	<b>\$ 4,015,249.00</b>

**Funding Source(s):** HB 1722, Laws of 2009 (\$643,485); HB 1701, Laws of 2010 (\$6,279,071); SB 3100, Laws of 2011 (\$8,042,693); 2010 Bureau of Building Envelope Discretionary Fund (\$750,000)

**Staff Recommendation:** Board staff recommends approval of this item.

**IHL PROJECTS**

**7. UM – IHL 207-341 – Thad Cochran National Center for Natural Products Research – Phase II**

**Project Request:** The University of Mississippi requests approval to increase the project budget for the Thad Cochran National Center for Natural Products Research – Phase II project. The budget will increase from \$36,801,620.00 to \$40,000,000 for an increase in the amount of \$3,198,380.00. The university also requests approval to

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add a funding source to the project to include \$1,000,000 of United States Department of Agriculture (USDA) federal grant funds.

**Project Phase:** Construction Phase

**Design Professional:** Cooke Douglass Farr Lemons

**General Contractor:** Carothers Construction, Inc.

**Purpose/Justification:** The project is currently in the construction phase. This is the third budget escalation request made for this project by the university. Phase II of the project was initiated with the Board in May 20, 2010 with a budget of \$23,322,620. In November 2010, the first UM project budget increase occurred when the Board approved the budget to be increased to \$31,801,620 due to an additional \$8.4 million in federal funds becoming available to allow the university to proceed with the project and begin the construction document phase. The second budget increase occurred on November 17, 2011 when the Board approved the budget to be increased to \$36,801,620 due to revisions from the NIH Grant reviews and adjusted cost estimates at the construction document phase. The proposed third budget increase will increase the project budget from \$36,801,620 to \$40,000,000 for an increase in the amount of \$3,198,380. The increase in the budget is due to the receipt of an additional \$1,000,000 in grand funds from the United States Department of Agriculture (USDA) and increases in construction prices during an extended review period by the funding agencies.

Phase II drug development activities will focus on the development of potential new drug/agrochemical candidates. The major program areas will include such activities as analog synthesis, pharmacology/toxicology, pharmaceuticals, and discovery and re-supply of complex natural products. In addition, a number of centralized core facilities, such as genomics and proteomics, bio- and chemo-informatics, high throughput chemistry, and screening facilities are envisioned. These expanded facilities, as envisioned for Phase II, are desperately needed in order for our programs to remain competitive and for us to achieve the primary mission of the Center.

HRSA and NIH grants have been approved, which have allowed for the planning and development of Phase II, which is envisioned as a four-floor laboratory complex building, consisting of 104,000 gross square feet of state-of-the-art laboratory space, with an estimated cost of around \$30 million. Phase II is to be located immediately adjacent to the current Phase I.

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The development of this portion of Phase II for the National Center for Natural Products Research is focused on expanding the Centers' capacity in cellular, biological, chemistry and natural products science. Laboratories are supported by dedicated office service areas and general building support. The facility is planned to expand vertically as the research needs of the Center grow.

The plan provides 35,053 square feet of gross area with 4,630 square feet on the upper level and 9,260 square feet on the lower level. Laboratory spaces comprise 13,890 square feet of area with 21,163 square feet of dedicated support space and offices. The support areas include mechanical, electrical and building system areas. The additional support areas house laboratory offices, toilets, stairs and circulation.

The laboratories are designed to utilize a modular structure. This will allow the use of the labs to change as research needs develop. Biology laboratories can be transformed into chemistry laboratories with minimum disruption to operations. The laboratory support areas include general equipment rooms, supply services and localized data centers.

The University of Mississippi is acting in accordance with Board Policy §904(A), Board Approval, that requires each institution to submit all changes of scope or funding source and all budget increases to the Board for approval.

**Project Initiation Date:** May 20, 2010 (Phase II)

**Project Budget:**

	<b>Current Budget</b>	<b>Proposed Budget</b>	<b>Amount (+/-)</b>
Construction Costs	\$ 32,616,984.00	\$ 31,399,000.00	\$ (1,217,984.00)
Architectural and Engineering Fees	\$ 2,540,156.17	\$ 2,487,893.05	\$ (52,263.12)
Miscellaneous Project Costs	\$ 760,250.00	\$ 5,217,350.00	\$ 4,457,100.00
Contingency	\$ 884,229.83	\$ 895,756.95	\$ 11,527.12
<b>Total Project Budget</b>	<b>\$ 36,801,620.00</b>	<b>\$ 40,000,000.00</b>	<b>\$ 3,198,380.00</b>

**Funding Source(s):** Federal Grant Funds #C76HF10917 (\$17,886,175); NIH/NCRR [ARRA] (\$13,915,445); Internal R&R (\$7,198,380); USDA (\$1,000,000)

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**Staff Recommendation: Board staff recommends approval of this item.**

**8. UM – IHL 207-354 – Honors College Renovation and Addition**

**Project Request:** The University of Mississippi requests approval to increase the project budget for the Honors College Renovation and Addition project. The budget will increase from \$4,000,000.00 to \$6,600,000 for an increase in the amount of \$2,600,000.00. The university also requests approval to add a funding source to the project to include \$2,000,000 of private donations.

**Project Phase:** Design Phase

**Design Professional:** The McCarty Company

**General Contractor:** TBD

**Purpose/Justification:** The project is currently in the design phase. The project was initiated with the Board on November 17, 2011 with a budget of \$4,000,000. This is the first budget escalation request made for this project by the university. The university is requesting the increase in project budget and scope in order to address the need for additional space in the Honors College. The original design included a main entry, 15 offices, conference room, 8 classrooms, 2 seminar rooms, a computer lab, mechanical/electrical/circulation/bathroom space. The revised program adds 2 more offices, increased size of previously noted offices to accommodate space for one-on-one faculty/student counseling, increasing the size of the conference room, student study space, student living room, catering kitchen, increased mechanical/electrical/circulation/bathroom space. The space that will be renovated accounts for 15,750 of existing gross square feet. When this project was initiated in November, 2011, the area of the new addition was estimated at 10,000 gross square feet. The area of the new addition has now increased to approximately 15,695 gross square feet.

The Honors College facility was originally built in 1972 as a sorority house. It is comprised of three floors and a partial basement totaling 17,000 gross square feet. Due to the increased enrollment in the college, the need for additional space has become a critical issue. The scope of this project is to renovate part of the main building into academic space, and to build a 15,695 square foot, three story addition providing accommodations for offices, support, and conference rooms. The University of Mississippi is acting in accordance with Board Policy §904(A), Board

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Approval, that requires each institution to submit all changes of scope or funding source and all budget increases to the Board for approval.

**Project Initiation Date:** November 17, 2011

**Project Budget:**

	<b>Current Budget</b>	<b>Proposed Budget</b>	<b>Amount (+/-)</b>
Construction Costs	\$ 3,018,655.00	\$ 5,000,000.00	\$ 1,981,345.00
Architectural and Engineering Fees	\$ 225,008.08	\$ 447,822.35	\$ 222,814.27
Miscellaneous Project Costs	\$ 40,000.00	\$ 563,200.00	\$ 523,200.00
Contingency	\$ 716,336.92	\$ 588,977.65	\$ (127,359.27)
<b>Total Project Budget</b>	<b>\$ 4,000,000.00</b>	<b>\$ 6,600,000.00</b>	<b>\$ 2,600,000.00</b>

**Funding Source(s):** Internal R&R funds (\$4,600,000); Private donations (\$2,000,000)

**Staff Recommendation:** Board staff recommends approval of this item.

**APPROVAL OF OTHER REAL ESTATE REQUESTS**

**9. DSU-Approval of Ground Lease to Cleveland Music Foundation, Inc. for Grammy Museum**

**Project Request:** Delta State University requests approval to lease approximately 4.5 acres of land located on the university golf course to the Cleveland Music Foundation, Inc. in order to construct a Grammy Mississippi Museum on the Delta State University campus.

**Purpose:** Approximately one year ago, Grammy Music at LA Live notified the City of Cleveland, Mississippi that it had been selected as the site of the Grammy Museum Mississippi. The Cleveland Music Foundation, Inc. was established to organize, fund, construct, and administer the museum. The Foundation has selected an exhibit design firm and is in the process of selection a project architect. The Foundation has

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secured \$10 million in commitments for this \$15 million project. Securing the leasehold at this time will allow the Foundation to focus on completing the fundraising and project design. Delta State supports the approval of this ground lease. An operating agreement between Delta State and the Foundation will be negotiated once the building is under construction. This operating agreement may include the provision of maintenance, landscape, custodial, utility and other services at a cost to be determined. A number of other opportunities for internship, performances, educational programs, sound recordings and social events through the university's Delta Music Institute are under consideration. Delta State University is acting in accordance with Board Policy §905(A), Real Estate Management, which requires prior Board approval for the execution of all leases, easements, oil and mineral leases, and timber sales. A copy of the ground lease is on file with the Office of Real Estate and Facilities.

**Terms of Lease:** The lease is between the Cleveland Music Foundation, Inc. and Delta State University for 4.5 acres on the university's golf course. The Foundation has agreed to reconstruct the golf course. The property is located on part of the SE ¼ of the SE ¼ of Section 17, Township 22 North, Range 5 West, Bolivar County, Mississippi. The lease is structured with two terms, a five year term to allow the Foundation to complete the fundraising and begin the construction, and a 94 year term. The lease runs from November 1, 2012 through October 30, 2111. The lease may be terminated in the event the Cleveland Music Foundation, Inc. defaults on any of the covenants, agreements, conditions or provisions contained in the lease.

**Staff Recommendation:** The Attorney General's Office has reviewed and approved this item. Board staff recommends approval of this item.

**10. MSU – IHL 205-260 – Approval of the Exterior Design for the New Classroom Building with Parking**

**Project Request:** Mississippi State University requests approval of the exterior design of the new classroom building with parking. (*See Rendering of Building on Page 17*)

**Design Professional:** Belinda Stewart

**Purpose:** Mississippi State University is seeking Board approval of the project's exterior design. The project is currently in the design phase. The project will consist of a 150,000-square foot classroom/parking facility on the north side of the YMCA Building. The project will include three levels of classroom area consisting of approximately 90,000 square feet and two levels of parking consisting of

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approximately 60,000 square feet. The building is to be appropriately outfitted with modern instructional technology, energy-efficient lighting, and energy management control systems. The new Classroom Building with Parking will provide needed academic classroom space and take advantage of site topography to provide needed parking to service the student union, cafeteria, and functions in Lee Hall. In addition, the project will include site work and hardscape for vehicular and pedestrian circulation.

Mississippi State University is seeking approval of the exterior design of the building in accordance with Board Policy §904(A), Board Approval, that requires the Board to approve the exterior design of the major buildings that have aesthetic impact on the overall campus, regardless of the cost of the project.

**Staff Recommendation: Board staff recommends approval of this item.**



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**11. UM – Re-Naming of the UM Track Facility the “Joe Walker, Jr. Track and Field Complex”**

**Project Request:** The University of Mississippi requests approval to re-name the UM Track Facility the “Joe Walker, Jr. Track and Field Complex.”

**Purpose:** Joe Walker was the head UM track and field coach for 30 years. Over the course of the last three decades, he earned countless honors and awards; brought national attention and recognition to the track program and left an indelible mark on the Ole Miss family.

In an effort to honor his legacy as one of the most revered coaches to have ever worn the red and blue, it has been proposed that the track and field complex at Ole Miss be renamed the “Joe Walker Jr. Track and Field Complex.” We can think of no better way to pay tribute to Coach Walker than to have this beautiful facility carry his namesake.

***Honors and Accomplishments:***

- 2002 USOC Track & Field Coach of the Year
- Five-time NCAA District III Coach of the Year
- Manager of the 1981 U.S. Team at the World University Games
- Six-time SEC Coach of the Year
- Two-time Gulf South Conference Coach of the Year
- Head Coach of the 1985 USA Pan Pacific Games team
- Assistant coach of the 1978 NCAA Division II USA team
- 1992 Mississippi College Sports Hall of Fame Inductee
- Personal coach of three-time World Champion Brittney Reese (long jump) and Olympic Gold Medalist

The University of Mississippi is acting in accordance with Board Policy §917, Naming Buildings and Facilities, that requires Board approval be obtained prior to naming or re-naming any institutional building or facility.

**Staff Recommendation: Board staff recommends approval of this item.**

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**12. UM- Granting of a Utility Easement for Water Supply Well, Water Supply Lines, and Ingress and Egress to the City of Oxford**

**Project Request:** The University of Mississippi requests approval to grant a utility easement to the City of Oxford.

**Purpose:** The University requests approval to grant to the City of Oxford the perpetual and permanent utility easement on the university's Oxford campus to lay, construct, maintain, and operate water lines, pipes, wells, facilities, and appurtenances over, above, under, and across, and for the exclusive use of, the following described property, to wit:

*Tract 1: Water Supply Well Easement*

*Description: A tract of land to being a fraction of the Southeast Quarter (SE 1/4) of Section 30, Township 8 South, Range 3 West, Lafayette County, Mississippi.*

*Tract 2: Water Line Easement*

*Description: A tract of land being a fraction of the Southwest Quarter (SW 1/4) of Section 29 and the Southeast Quarter (SE 1/4) of Section 30, Township 8 South, Range 3 West, Lafayette County, Mississippi to be used as an Ingress/Egress and Utility Easement and being 20.00 feet in width and lying 10.00' each side of centerline.*

**Termination Clause:** The Grantor may terminate this easement and all of the rights granted any time after six (6) months of continuous non-use of the easement or the easement area by Grantees. In the event of such termination, the easement shall be quitclaimed from Grantees to Grantor, without expense to Grantor, and any and all interest in Grantor's property conveyed in this easement shall automatically revert to Grantor or its assigns and successors, without the necessity of any further action to effect said reversion.

The University of Mississippi is acting in accordance with Board Policy §905(A), Real Estate Management, which requires prior Board approval for the execution of all leases, easements, oil and mineral leases, and timber sales. A copy of the legal description of the access easement is on file with the Office of Real Estate and Facilities.

**Staff Recommendation: The Attorney General's Office has reviewed and approved this item. Board staff recommends approval of this item.**

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**13. USM –Approval of Sale of Property – 322 Barbara Street, Jackson, Mississippi**

**Project Request:** The University of Southern Mississippi requests approval to sell a house and property located at 322 Barbara Street, Jackson, Hinds County, Mississippi to Christine Minor in accordance with H.B. 977, Laws of 2010 Regular Session.

**Purpose:** The legal description of the property proposed to be sold is Lot 17, Block 1, North Meadows Subdivision, Part 4, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of the First Judicial District of Hinds County, at Jackson, Mississippi in Plat Book 15 at Page 22, reference to which is hereby made in aid of and as a part of this description.

H.B. 977 Laws of 2010 states “The University of Southern Mississippi is authorized to purchase, rehabilitate, reconstruct and sell foreclosed properties located in the Jackson, Mississippi, metropolitan area under such terms and conditions as provided in the Neighborhood Stabilization Program Subgrant from the Mississippi Development Authority. The authority granted in this section shall expire upon the completion of the sale of all such properties under the subgrant.”

The University of Southern Mississippi received a subgrant from the Mississippi Development Authority on July 13, 2009 in the amount of \$3,566,726 for the purpose of buying foreclosed homes in the City of Jackson, Mississippi, rehabilitating those homes, and then reselling these homes to low income and very low income citizens. The university has purchased homes under this grant, rehabilitated nearly all of the homes, and is now commencing the sale of these homes to low income buyers.

The University of Southern Mississippi received two independent property appraisals for the property. The average of the two appraisals is \$87,500 for the property listed above. The university is selling the property to Christine Minor for \$89,000 which is above the property’s appraised value of \$87,500. The university also has a tentative closing date of on or before November 23, 2012. A Phase I Environmental Site Assessment (ESA) is not required for the sale of property.

A copy of the property description and all legal documentation are on file with the Office of Real Estate and Facilities. The University of Southern Mississippi is acting in accordance with Board Policy §905(A), Real Estate Management, that requires an institution acquiring or disposing of real property to receive two independent appraisals. The sale price of property shall not be below the average of the two appraisals.

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**Staff Recommendation: The Attorney General's Office has reviewed and approved this item. Board staff recommends approval of this item.**

**14. USM –Approval of Sale of Property – 5930 Whitestone Drive, Jackson, Mississippi**

**Project Request:** The University of Southern Mississippi requests approval to sell a house and property located at 5930 Whitestone Drive, Jackson, Hinds County, Mississippi to James Williams in accordance with H.B. 977, Laws of 2010 Regular Session.

**Purpose:** The legal description of the property proposed to be sold is Lot 5, Block H, Woodhaven Subdivision, Part 2, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of the First Judicial District of Hinds County, at Jackson, Mississippi in Plat Book 20 at Page 34, reference to which is hereby made in aid of and as a part of this description.

H.B. 977 Laws of 2010 states “The University of Southern Mississippi is authorized to purchase, rehabilitate, reconstruct and sell foreclosed properties located in the Jackson, Mississippi, metropolitan area under such terms and conditions as provided in the Neighborhood Stabilization Program Subgrant from the Mississippi Development Authority. The authority granted in this section shall expire upon the completion of the sale of all such properties under the subgrant.”

The University of Southern Mississippi received a subgrant from the Mississippi Development Authority on July 13, 2009 in the amount of \$3,566,726 for the purpose of buying foreclosed homes in the City of Jackson, Mississippi, rehabilitating those homes, and then reselling these homes to low income and very low income citizens. The university has purchased homes under this grant, rehabilitated nearly all of the homes, and is now commencing the sale of these homes to low income buyers.

The University of Southern Mississippi received two independent property appraisals for the property. The average of the two appraisals is \$109,950 for the property listed above. The university is selling the property to James Williams for \$121,000 which is above the property's appraised value of \$109,950. The university also has a tentative closing date of on or before December 5, 2012. A Phase I Environmental Site Assessment (ESA) is not required for the sale of property.

A copy of the property description and all legal documentation are on file with the Office of Real Estate and Facilities. The University of Southern Mississippi is acting

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in accordance with Board Policy §905(A), Real Estate Management, that requires an institution acquiring or disposing of real property to receive two independent appraisals. The sale price of property shall not be below the average of the two appraisals.

**Staff Recommendation: The Attorney General’s Office has reviewed and approved this item. Board staff recommends approval of this item.**

**15. USM –Approval of Sale of Property – 6133 Floral Drive, Jackson, Mississippi**

**Project Request:** The University of Southern Mississippi requests approval to sell a house and property located at 6133 Floral Drive, Jackson, Hinds County, Mississippi to Ferlanda Loggins in accordance with H.B. 977, Laws of 2010 Regular Session.

**Purpose:** The legal description of the property proposed to be sold is Lot 12, North Colony, Part 1, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of the First Judicial District of Hinds County, at Jackson, Mississippi.

H.B. 977 Laws of 2010 states “The University of Southern Mississippi is authorized to purchase, rehabilitate, reconstruct and sell foreclosed properties located in the Jackson, Mississippi, metropolitan area under such terms and conditions as provided in the Neighborhood Stabilization Program Subgrant from the Mississippi Development Authority. The authority granted in this section shall expire upon the completion of the sale of all such properties under the subgrant.”

The University of Southern Mississippi received a subgrant from the Mississippi Development Authority on July 13, 2009 in the amount of \$3,566,726 for the purpose of buying foreclosed homes in the City of Jackson, Mississippi, rehabilitating those homes, and then reselling these homes to low income and very low income citizens. The university has purchased homes under this grant, rehabilitated nearly all of the homes, and is now commencing the sale of these homes to low income buyers.

The University of Southern Mississippi received two independent property appraisals for the property. The average of the two appraisals is \$91,500 for the property listed above. The university is selling the property to Ferlanda Loggins for \$93,000 which is above the property’s appraised value of \$91,500. The university also has a tentative closing date of on or before November 23, 2012. A Phase I Environmental Site Assessment (ESA) is not required for the sale of property.

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A copy of the property description and all legal documentation are on file with the Office of Real Estate and Facilities. The University of Southern Mississippi is acting in accordance with Board Policy §905(A), Real Estate Management, that requires an institution acquiring or disposing of real property to receive two independent appraisals. The sale price of property shall not be below the average of the two appraisals.

**Staff Recommendation: The Attorney General's Office has reviewed and approved this item. Board staff recommends approval of this item.**

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**1. UMMC - APPROVAL TO HIRE JONES, WALKER, WAECHTER, POITEVENT, CARRÉRE & DENÉGRE LAW FIRM AS OUTSIDE COUNSEL**

The University of Mississippi Medical Center (UMMC) requests the approval to hire Robert Lazarus and Keith Parsons of Jones, Walker, Waechter, Poitevent, Carrère & Denègre L.L.P. as outside counsel to advise the Medical Center Educational Building Corporation (EBC) on legal issues concerning bond financing and compliance with IRS regulations regarding tax-exempt bonds, and other related matters. This is a contract renewal. UMMC has used this firm (formerly Watkins, Ludlam, Stennis & Winter) as bond counsel for several issues and has been very pleased with their work, especially relating to Build America Bonds and Go Zone funding. The Attorney General's Office has approved this request. The term of the contract would be from November 1, 2012 through October 31, 2013. Either party may terminate on thirty (30) days' notice. The proposed hourly rates are \$205 for attorneys and \$85 for paralegals. The maximum amount budgeted for payment would be \$25,000.

**STAFF RECOMMENDATION: Board staff recommends approval of this item.**

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**APPROVAL OF PERSONNEL ACTION REQUESTS**

**1. Employment**

**JSU (*Hires with Tenure*)**

Dorothy Brown, Dean of Public Service and Professor of Public Health; College of Public Service; Salary of \$150,000 per annum, pro rata; E&G Funds; effective January 1, 2013; hired with tenure

Lawrence T. Potter, Dean of Liberal Arts and Professor of English; College of Liberal Arts; salary of \$160,000 per annum, pro rata; E&G Funds; effective October 1, 2012; hired with tenure

***(Correction to September 2012 Personnel Agenda)***

Richard Alo, Dean of College of Science, Engineering, and Technology and Professor of Computer Science; College of Science, Engineering, and Technology; Salary of \$170,000 per annum, pro rata; E&G Funds; effective October 1, 2012; **hired with tenure**

**2. Change of Status**

**JSU**

Thomas C. Calhoun, *from* Interim Dean, College of Liberal Arts; salary \$115,000 per annum, pro rata; E&G Funds; *to* Professor and Associate Provost, Office of the Provost/Academic Affairs; no change in salary, effective September 26, 2012

Mark G. Hardy, *from* Provost and Vice President for Academic Affairs; salary \$185,000 per annum, pro rata; E&G Funds; *to* Special Assistant for Academic Initiatives, Office of Institutional Advancement; no change in salary, effective September 18, 2012 – December 31, 2012

James Maddirala, *from* Associate Provost for Academic Affairs and Associate Professor of Educational Administration; salary \$117,060 per annum, pro rata; E&G Funds; *to* Associate Professor of Educational Administration; College of Education and Human Development; no salary change, effective September 21, 2012 – December 31, 2012

James C. Renick, *from* Senior Advisor to the President, Office of the President; salary \$125,000 per annum, pro rata; E&G Funds; *to* Interim Provost/Vice President for Academic Affairs; salary \$175,000 per annum, pro rata; E&G Funds; effective September 18, 2012

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**3. Sabbatical**

**MUW**

Robert Gibson, Professor of Art, College of Arts and Sciences, *from* salary of \$60,509 per nine-month contract period, E&G Funds; *to* salary of \$30,285 per annum, pro rata for sabbatical period; effective January 2, 2013 to May 18, 2013; professional development

**4. Termination**

**JSU**

Sandra Sellers, Executive Director of Human Resources, Department of Human Resources; \$98,753 per annum, pro rata; E&G Funds; effective September 17, 2012

**5. Emeritus-Status**

**JSU**

Maria Harvey, Dean Emeritus of the Honors College, effective November 1, 2012

**UM** (*Rehired retirees NOT on contract*)

Thomas R. Brown, *former position* – Vice Chair & Professor of Clinical Pharmacy Practice & Research Professor in Research Institute of Pharmaceutical Sciences; *re-employment position* – Professor Emeritus of Student Health Pharmacy; *re-employment period* – July 1, 2012 – June 30, 2013

James W. Davis, *former position* – Holder of H. Eugene Peery Chair of Accountancy & Professor of Accountancy; *re-employment position* – Peery Professor Emeritus; *re-employment period* – August 16, 2012 – May 12, 2013

Ronald F. Vernon, *former position* – Associate Dean and Professor of Music; *re-employment position* – Professor Emeritus of Music; *re-employment period* – August 16, 2012 – May 12, 2013

**UMMC**

Warren A. Jones, M.D., Professor Emeritus of Family Medicine; effective November 1, 2012

William T. Buchanan, D.D.S., M.S.; Professor Emeritus of Care Planning and Restorative Sciences, School of Dentistry; effective October 19, 2012

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**1. DSU – APPROVAL TO AWARD ONE HONORARY DEGREE**

The university requests approval to bestow one honorary degree at its December 2012 commencement. Supporting documents are on file at the Board Office.

# REGULAR AGENDAS

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**1. DSU – REQUEST FOR APPROVAL OF THE RESIDENCY AND OUT-OF-STATE TUITION WAIVER POLICY**

**Purpose:** Delta State University is requesting approval to authorize and define the criteria for granting waivers of out-of-state tuition to Delta State University students. More specifically, this policy will be implemented to include out-of-state tuition waivers as recently authorized, effective July 1, 2012, through the amendment to Miss. Code Ann. § 37-103-25 (3).

**Authority and Effective Date:** This Policy reflects, and shall be construed in conformity with, the Policies and Bylaws of the Board of Trustees of State Institutions of Higher Learning and with Mississippi statutory law, including Miss. Code Ann. § 37-103-25, as amended. This Policy shall be effective upon approval by IHL and DSU with individual waivers becoming applicable as of the date approved by the DSU President, unless a later time is indicated below.

**New Out-of-State Waiver Policy:** DSU is proposing to offer a single flat tuition rate for all students both resident and non-resident. Non-resident students have historically represented less than ten percent of the student population and are generally student athletes, children of alumni, and students from bordering states particularly Arkansas and NW Tennessee. Most of these students are awarded non-resident tuition waivers. The population in the Mississippi Delta has declined by approximately twenty-five percent since 1970 reducing the number of eligible high school graduates in the region. As such, Delta State would like to adapt its recruiting strategies to the changing environment by recruiting more non-resident students. Price is an important factor in a non-resident student's decision to attend Delta State University. Students and their parents will increasingly seek out quality higher education experiences at more affordable prices. Delta State can capture some of that market by totally waiving the non-resident surcharge it currently charges.

**Financial Impact:** The following chart is a summary of DSU's resident and non-resident student enrollment information and the percent of non-resident students for the fall of 2011. The 269 non-resident students shown in the chart would have generated just under \$2.3 million in non-resident surcharge revenue of which DSU collects approximately \$350,000 or 15.4 percent from the fall and spring academic terms combined. The balance of the non-resident surcharge revenue is waived for the students under current waiver categories i.e. ACT/academic waivers, children of alumni waivers, and athletic waivers. DSU estimates that the university would need to enroll an additional 60 new non-resident students to offset the loss in the non-resident revenue of \$350,000.

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<b>Delta State University Enrollment - Fall 2011</b>		
<b>Description</b>	<b>Non-Resident</b>	<b>Resident</b>
<b>Number of Students</b>	<b>269</b>	<b>4,355</b>
<b>Percent of Student Body</b>	<b>5.8%</b>	<b>94.2%</b>
<b>Distribution of Non-Residents:</b>		
<b>First-time freshmen</b>	<b>124</b>	
<b>Transfers</b>	<b>78</b>	
<b>NCAA athletes</b>	<b>118</b>	
<b>Paid full-time Non-Resident Surcharge</b>	<b>38</b>	
<b>Received Non-Resident Waiver</b>	<b>231</b>	

DSU proposes to totally waive the non-resident surcharge effective with the fall 2013 academic term. DSU proposes to charge a single, flat-rate tuition for all students whether resident, non-resident, undergraduate, or graduate. The policy will be applicable to all current and future graduate and undergraduate non-resident students

**STAFF RECOMMENDATION:** In accordance with House Bill 1095 amending Miss. Code Ann. Section 37-103-25, *the Board of Trustees is authorized to allow institutions to waive out-of-state tuition when a waiver policy is requested by the President or Chancellor and determined to be fiscally responsible by the Board.* The Attorney General’s Office reviewed the proposed policy. Board staff also reviewed the proposed policy and financial projections provided by DSU. Board staff recommends approval of this item.

**2. MSU and UM – REQUEST FOR APPROVAL OF A CAPITAL IMPROVEMENTS STUDENT FEE (FIRST READING)**

**Agenda Item Request:** Approval is requested for a Capital Improvements Student Fee to provide a stable base of support for capital projects.

Effective with the academic year 2013-14, Mississippi State University (MSU) and the University of Mississippi (UM) are individually requesting approval to institute a \$50 student fee applicable to all students-(excluding University of Mississippi Medical Center.) These fees will be charged on a pro-rata hourly basis (capped at 12 hours) for all academic terms including fall, spring, summer, and intercessions. The revenue generated by the fees will be used to service debt on future building projects on each respective campus. The fees are proposed to be used as follows:

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*Mississippi State University:*

- Immediate proceeds will fund a portion the cost of the 150,000-square foot academic classroom building with parking and energy-efficient thermal storage. This project initiation was approved by the Board in October 2011 and is presently in the design stage.
- Anticipated future projects at MSU include but not limited to renovation of the YMCA Building and continued upgrades and maintenance of the utility infrastructure of the campus.

*University of Mississippi:*

- Immediate proceeds will fund construction, renovation, and servicing of the associated debt for the Student Union project. This project initiation was approved by the Board in August 2011.
- Future uses for the fee at UM would also be designated specifically for the construction, renovation, or associated debt service of student facilities.

These fees will be charged to both resident and non-resident students.

**Estimated Revenues:** MSU estimates that this fee will generate approximately \$1.7 million of new revenue annually while UM estimates that the fee will generate \$1.83 million of new revenue annually.

**Staff Recommendation:** Based on Board Policy 702.04C – *Consideration of Requests: Requests to establish tuition, and room and board charges shall not be considered until at least thirty days after they have been submitted to provide an opportunity for review by the Board and the Commissioner. The Board reserves the right to waive the thirty-day review requirement during periods of extreme time constraint.* Staff recommends approval of the first reading of the proposed Capital Improvements Student Fee. Final approval will be requested at the November 15, 2012 Board meeting.

**3. UM – REQUEST FOR APPROVAL OF A RESIDENCY AND OUT-OF-STATE TUITION WAIVER POLICY**

**Purpose:** The University of Mississippi is requesting approval to establish a policy to authorize and define the criteria for granting waivers of out-of-state tuition to University of Mississippi students. More specifically, this policy will be implemented to include out-of-state tuition waivers as recently authorized, effective July 1,2012, through the amendment to Miss. Code Ann. § 37-103-25 (3).

**Authority and Effective Date:** This policy reflects, and shall be construed in conformity with, the Policies and Bylaws of the Board of Trustees of State Institutions of Higher Learning and with Mississippi statutory law, including Miss. Code Ann. § 37-103-25, as

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amended. This policy shall be effective upon approval by IHL and UM with individual waivers becoming applicable as of the date approved by the university unless a later time is indicated below.

**Proposed Out-of-State Waiver Policy:** The following list of proposed out-of-state waivers will be authorized in addition to those currently in existence by virtue of prior statutory law and IHL Board Policy. All waivers are contingent upon the student's submission of timely and adequate proof of having met the applicable criteria, and awarding of any such waiver will be determined on a case-by-case basis.

- a. Military – Undergraduate applicants who have been engaged in and honorably discharged from active duty in the United States Army, Navy, Air Force, Marines, or Coast Guard would receive a waiver of their non-resident surcharge.
- b. Academic Achievement & STEM Programs – Incoming first-year, full-time high academic achieving students must have earned a minimum high school high school grade point average and a minimum ACT/SAT score and meet a strategic enrollment criteria or be enrolled in specific programs outlined by UM strategic planning processes. These criteria and programs include:
  - applicants who are residents of specific geographic markets, and help establish a greater presence in areas deemed a high priority, and
  - applicants enrolling in specified STEM programs.

With each incoming class the credentials and criterion will be reviewed and modified as needed to achieve financial sustainability and the desired results.

These newly created waivers would become effective for the 2013-14 academic year. Students receiving a waiver during their first year must remain enrolled full-time, must maintain a specified GPA, and must continue to meet the additional criteria making them eligible to automatically renew the waiver.

**Financial Impact:** UM estimates that they would waive approximately \$2.4 million in non-resident surcharge revenue over a five-year period under these new categories. Conversely, the university could collect up to \$11 million of new tuition revenue from these same newly enrolled non-resident students.

**STAFF RECOMMENDATION:** In accordance with House Bill 1095 amending Miss. Code Ann. Section 37-103-25, *the Board of Trustees is authorized to allow institutions to waive out-of-state tuition when a waiver policy is requested by the President or Chancellor and determined to be fiscally responsible by the Board.* The Attorney General's Office reviewed the proposed policy. Board staff also reviewed the proposed policy and financial projections provided by UM. Board staff recommends approval of this item.

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**4. USM – REQUEST FOR APPROVAL OF AN AMENDMENT TO A CONTRACTUAL SERVICES AGREEMENT**

**Agenda Item Request:** The University of Southern Mississippi (USM) requests *retroactive* approval to amend its professional agreement with **Blackboard, Inc.** for professional consulting services related to USM's distant education programs.

**Contractor's Legal Name: Blackboard, Inc.**

**History of Contract:** The IHL Board approved a master agreement with Blackboard on September 17, 2009. The Board's initial approval covered two phases of a three phase agreement. Phase 1 and 2 were completed January 31, 2010. A third phase of the project was under consideration at the time the original agreement was signed, and this was noted in the agenda. The third phase was subsequently completed during summer 2010 under an amended Statement of Work (SOW) between USM and Blackboard. USM is now requesting retroactive approval of that Phase 3 amendment.

**Specific type of contract:** Amendment to a service contract

**Purpose:** The purpose of the Phase 3 amendment was to enable greater efficiency of online courses and programs to the university.

**Scope of Work:** The scope of work included integration of PeopleSoft with Blackboard, purchase of training for support staff, and training materials.

**Term of contract:** The Statement of Work for Phase 3 was signed by USM on April 7, 2010 with actual work estimated to be completed by May 30, 2010.

**Termination Options:** Not applicable as work and contractual obligations under this statement of work are complete

**Contract Amount:** The total cost for the Phase 3 amendment was \$56,255. Of this amount \$16,000 was for software, and \$40,255 was for professional services and materials. The total cumulative cost for all three phases is \$815,466.

**Funding Source for Contract:** E&G Funds

**Contractor Selection Process:** USM had an existing relationship with this contractor.

**Staff Recommendation:** Based on Board Policy 707.01, *Land, Property and Service Contracts*, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. The agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends retroactive approval for the amendment.

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**5. USM – REQUEST FOR APPROVAL OF GOLF FACILITIES AGREEMENTS**

**Agenda Item Request:** The University of Southern Mississippi (USM) requests approval to enter into a three-party long-term Golf Facilities Agreement with the **Hattiesburg Country Club (HCC) and the University of Southern Mississippi Athletic Foundation (Foundation)**. In addition, USM requests approval to enter into a lease agreement with the Foundation to use future golf facilities to be constructed by the foundation on the premises of HCC.

**Contractor's Legal Name:** **Hattiesburg Country Club, Inc. and University of Southern Mississippi Athletic Foundation**

**History of Contract:** New

**Specific type of contract:** Facilities and Ground Lease Agreements

**Purpose:** The purposes of these agreements are to provide the USM golf teams a home course on which to practice and hold local, conference and/or national tournaments. In addition, an agreement between USM and the Foundation will permit the university to lease the planned Outdoor Practice Facility (Phase 1), Indoor Practice Facility (Phase 2), and Golf Teams Clubhouse (Phase 3), which will be located on the HCC property. These three facilities will be constructed by the Foundation.

**Scope of Work:** The Golf Facilities Agreement with HCC will contain the key elements shown below.

- USM will have use of HCC facilities and services including an 18-Hole Regulation Championship Course, an Outdoor Practice Facility, a Driving Range, a Short Course, an Indoor Practice Facility, USM Clubhouse, and Golf Carts.
- The Foundation will raise private funds for the construction of golf facilities on HCC property. The foundation shall provide funding for the site work, design, construction, and furnishings. The design and specifications of the facilities will be mutually agreed upon in writing by USM, the Foundation, and HCC. Three facilities will be constructed by the Foundation. These facilities include an Outdoor Practice Facility (Phase 1), an Indoor Practice Facility (Phase 2), and a USM clubhouse (Phase 3). Construction timing will be set as funding is realized.
- The Clubhouse facility will be used exclusively by the Foundation, the University, the golf teams, and USM coaches. USM will maintain furniture and furnishing as well as provide custodial services to the facility.
- The Foundation shall insure the facilities with sufficient property and casualty coverage.
- Ownership in the Indoor Practice Facility and the Clubhouse shall remain with the Foundation. The Outdoor Practice Facility shall be owned by HCC.

The lease agreement between the University and the Foundation will contain the key elements listed below.

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- Prior to the completion of the Phase 1 (Outdoor Practice Facility) and Phase 2 (Indoor Practice Facility), USM will pay the Foundation \$1,000 annually. Upon substantial completion of Phase 1 and Phase 2 construction USM will pay annual rent to the Foundation in the amount of 2% of the actual cost of those facilities. When Phase 3 (USM Clubhouse) is completed the University will continue to pay annually 2% of the final actual cost for all three facilities.
- USM shall assume all of the Foundation's maintenance obligations for the facilities under the Golf Facilities Agreement. USM may make reasonable alterations, additions, or improvements to the leased facilities.
- USM shall pay the cost of all utilities attributable to its use on the Indoor Practice facility and the Clubhouse. USM shall also reimburse the Foundation for all purchased property and casualty insurance for the facilities.

**Term of contract:** The initial terms of both agreements are twenty (20) years each. The agreements will begin on November 1, 2012 and end on October 31, 2032. Each agreement may be renewed for six (6) additional terms of five (5) years each by written notice from USM and the Foundation to HCC. The maximum contractual period for each of these agreements is fifty (50) years, or through October 31, 2062.

**Termination Options:** The Golf Facilities Agreement is contingent upon the Foundation's ability to raise the funds needed to complete Phase 1 of the contemplated multi-phase construction project. Should the Foundation fail to raise the necessary funds within five (5) years of the date of execution of the Golf Facilities Agreement, then the parties may: a) negotiate an extension of time in which to raise the funds, b) terminate the Golf Facilities Agreement, or c) negotiate a new agreement that will allow the golf teams to use the facilities at HCC for practice and tournament play and relieve all parties of their obligations to the other under this agreement subject to the pro rata refund of any unused portion of the Facilities Use Fee.

In addition, the Golf Facilities Agreement is contingent upon HCC receiving written consent of its mortgage lender(s) for both this agreement and the Ground Lease. Should HCC not obtain consent from its mortgage lender(s) within ninety (90) days of execution of the Golf Facilities Agreement then the parties may: a) negotiate an extension of time in which to obtain written consent, b) terminate the Golf Facilities Agreement, or c) negotiate a new agreement that will allow the teams to use the facilities at HCC for practice and tournament play.

Either party may terminate the Golf Facilities Agreement with thirty (30) days notice for an uncured material breach of the agreement or the Ground Lease. Such an uncured breach may also result in the termination of the Ground Lease.

At any time, USM may terminate the Golf Facilities Agreement upon ninety (90) days written notice to HCC and the Foundation.

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**Contract Amount:** USM is requesting approval for the maximum contract period of fifty (50) years and the associated cost for this period of \$3,022,420. This includes \$1,822,420 for the usage of the golf course and associated costs plus the final construction cost of the new facilities, estimated to equal between \$1.0 and \$1.2 million.

Under the two agreements, USM will pay the following:

Initial Term	Paid to HCC		Paid to Foundation	
	Cost per Year	Total	Cost per Year <sup>1</sup>	Total <sup>2</sup>
Years 1-10	\$ 25,000	\$ 250,000	2%	20%
Years 11-15	27,500	137,500	2%	10%
Years 16-20	30,250	151,250	2%	10%
<b>Subtotal for initial 20 year period</b>		\$ 538,750		40%
Years 21-25	33,276	166,380	2%	10%
Years 26-30	36,602	183,010	2%	10%
Years 31-35	40,262	201,310	2%	10%
Years 36-40	44,288	221,440	2%	10%
Years 41-45	48,717	243,585	2%	10%
Years 46-50	53,589	\$ 267,945	2%	10%
<b>Subtotal for maximum renewal period of 30 years</b>		1,283,670		60%
<b>Maximum total for 50 year period</b>		<b>\$ 1,822,420</b>		<b>100%</b>
<sup>1</sup> a flat \$1,000 annual cost or 2% of actual facility construction costs				
<sup>2</sup> professional estimates have these costs at \$1.0 to \$1.2 million for all three facilities				

The amount USM would pay the Foundation is unknown at this time although professional estimates put construction costs in the range of \$1.0 to \$1.2 million for all three facilities. The final cost will depend upon the actual construction costs for the three new golf facilities. Upon the substantial completion of those facilities USM will annually pay approximately 2% of the final construction costs. Over the fifty (50) year term the University will have essentially reimbursed the Foundation for its investment.

**Funding Source for Contract:** The agreement will be funded by auxiliary funds.

**Contractor Selection Process:** Currently USM pays \$25,000 per year to Canebrake Country Club for the use of its facilities. By opting to contract with HCC, USM will receive comparable services and facility use at a similar cost. In addition, USM will be able to lease new practice facilities and a clubhouse for the golf teams.

**Staff Recommendation:** Based on Board Policy 707.01, *Land, Property and Service Contracts*, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more

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*than \$250,000 and is required prior to execution of leases in an amount greater than \$100,000. The agreements have been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.*

**6. SYSTEM – AYERS ACCOUNTABILITY MANUAL**

In accordance with the *JAKE AYERS, JR. ET.AL. and United States of America v RONNIE MUSGROVE, GOVERNOR, STATE OF MISSISSIPPI, ET.AL.* Settlement (aka: *Ayers Settlement Agreement*), the Board, through its counsel, shall provide to lead counsel for the private plaintiffs and counsel for the United States an annual disclosure report reflecting specified line-item information. This document is due October 1 of each year and has been presented to the Court.

**STAFF RECOMMENDATION:** The Assistant Commissioner for Legal Affairs reviewed and approved the manual. Board staff recommends approval of the *Ayers* Accountability Manual as an information item. A presentation of the document will be presented to the Board at the October meeting.

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**Note: Project numbers beginning with the prefix "GS" designate projects that the Bureau of Building provides management oversight for and are funded partially or wholly with state Bureau of Building bond revenues. Project numbers beginning with the prefix "IHL" designate projects that are funded from university self-generated sources including but not limited to donations, fees, and grants.**

**APPROVAL OF OTHER REAL ESTATE REQUESTS**

**1. ASU-Approval of Claiborne Natural Gas Contract**

**Project Request:** Alcorn State University requests approval of a natural gas contract between the university and Claiborne Natural Gas Company to supply and transport natural gas to the Lorman campus.

**History:** Claiborne Natural Gas, Inc. (CNG) currently serves as a transporter of natural gas to Alcorn State University (ASU) over its 21.5 mile pipeline from Fayette to the ASU campus. ASU is CNG's sole customer. The gas enters the CNG system at Fayette over an eight (8) mile stretch of pipe of Mississippi River Gas Company (MRG) which also supplies the gas through arrangements with Atmos/Texas Eastern. Therefore ASU also pays a separate gas transportation fee to MRG for transport of the gas over MRG's eight (8) mile pipeline connecting to CNG.

Since transportation costs are based on volumes transported rather than on distance, the costs paid by ASU to MRG for transport over its eight (8) mile run of pipe are nearly the same as it pays to CNG facilities in Fayette.

Currently ASU pays CNG a transportation rate of \$4.57 per MMBtu for transporting natural gas through CNG's pipeline. Consequently, ASU is paying two (2) transportation costs. CNG has tendered to ASU a proposed six (6) year contract (with an evergreen clause) under which ASU would pay only one (1) transportation rate instead of two (2) transportation rates, and for gas at the NYMEX "Flat" rate instead of the NYMEX "Plus" rates it currently pays.

ASU is currently paying approximately \$10.02/MMBtu for gas transportation and consulting costs at NYMEX "Plus" rates to obtain gas. The proposed new CNG/ASU contract would deliver gas to ASU at the same quality and reliability for \$5.50/MMBtu thus save ASU and the State of Mississippi the equivalent of the \$4.45/MMBtu that ASU is paying MRG now for transportation plus the savings associated with the NYMEX "Flat" rates instead of NYMEX "Plus" rates.

CNG has an agreement with Locus Ridge Gas Company (Locust Ridge) whose line crosses the CNG pipeline one mile from the ASU campus. CNG's proposed contract

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with ASU calls for CNG to transport gas to ASU for \$5.50/MMBtu; completely eliminating the need for ASU to pay a separate, additional \$4.45/MMBtu transportation fee to MRG. CNG would also become the supplier of gas. The proposed contract would also eliminate the need for ASU to pay a consulting fee of approximately \$1.00/MMBtu to obtain natural gas at appropriate market rates, a service CNG would provide with Locust Ridge without further charge. CNG proposes to provide the gas to ASU at NYMEX “Flat” rates instead of its current purchases at NYMEX “Plus” rates, creating a cost savings. CNG’s proposal of \$5.50/MMBtu price covers installation with Locus Ridge of a new metering station and a new gas pipeline river crossing to build redundancy into the arrangements for the delivery of gas by CNG to ASU.

<b>Comparative Costs of Natural Gas Delivery to Alcorn State University (Prices are stated in dollars per MMBtu)</b>		
	<b>Current ASU Cost (CNG &amp; MRG)</b>	<b>CNG Proposal (CNG &amp; Locust Ridge )</b>
<b>Transport</b>	\$9.02	\$5.50
<b>Purchase Consulting/Miscellaneous Fees &amp; Gas</b>	Est. \$1.00* and NYMEX Plus	\$0.00 and NYMEX Flat
<b>Annual MMBTUs</b>	52,682	52,682
<b>Cost Per MMBTU</b>	\$10.02	\$5.50**
<b>Annual Cost</b>	\$527,873.64	\$289,751.00
<b>Annual Cost Savings</b>	\$0.00	\$238,122.64
<b>TOTAL</b>	<b>\$10.02 + NYMEX Plus</b>	<b>\$5.50 + NYMEX Flat</b>

*Note: Annual MMBTUs are actual MMBTUs from 2011, according to ASU*

*\*Estimate based on consultation with experts, and includes consultation fees to obtain the most favorable NYMEX price.*

*\*\*A savings of \$4.52 per MMBTU.*

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The Legislature (in Regular Session HB 1701) authorized state general obligation bonds for projects for the universities to pay the costs of capital improvements, renovation and/or repair of existing facilities for public facilities including for ASU:

“...ASU \$7,000,000 for construction of a natural gas line and related infrastructure to serve the campus and purchase of necessary rights-of-way for such gas line, repair, renovation and improvement of the water plant, and repair, renovation, and improvement of campus infrastructure, buildings, and facilities and continuation/completion of previously authorized projects...”

The \$7,000,000 of bond funds committed to ASU that ASU would not need to be spent on the gas pipeline construction if approval is given to the proposed CNG/ASU contract. The approval of this contract would then allow the university to petition the Legislature in order to seek Legislative approval to use the existing state bond funds that are currently line itemed for this project so that the funds may be used for other facility needs and priorities on the ASU campus.

**Terms of Proposed Contract:** The contract will be a six (6) year contract to begin upon written notice by CNG to ASU of the occurrence of the following two events: 1) the completion of installation of a new metering station and 2) the completion of installation of a second gas pipeline crossing across the Mississippi River, and thereafter shall remain in full force and effect for six (6) years, and from year to year thereafter unless canceled by six (6) months written notice by any party prior to the anniversary date of the agreement.

The Seller shall sell and deliver the Buyer and Buyer shall receive and purchase from the Seller daily quantities of gas, subject to the provisions set out in the contract. The Buyer shall from time to time as requested by Seller, estimate the volumes of gas buyer anticipates requiring for specific periods of time during the term of the contract.

Notwithstanding the above, the total volumes of gas deliverable by Seller to Buyer, shall not exceed in aggregate 2,000 MMBtu unless otherwise agreed upon by the parties in a single twenty-four (24) hour period beginning at 7:00 a.m. and 7:00 a.m. on the next day.

Seller shall sell to Buyer and Buyer shall pay to Seller, for the term of this contract a total price MMBtu calculated as follows: The cost of purchasing and transporting the natural gas delivered to Buyer shall be the flat NYMEX price plus \$5.50 per MMBtu. The flat NYMEX price shall be determined by the monthly Market Center Spot Gas Price for South Louisiana, Henry Hub from the first publication index in – *Inside FERC's Gas Market Report*.

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On or before the thirtieth (30<sup>th</sup>) day of each month, Buyer shall make payment to Seller by check for the amount due for the preceding billing month. In the event any payment due is determined late in accordance with the payment provision, interest at a rate of 7.5% per annum on the delinquent balance shall be payable by Buyer to Seller. No request for payment shall be considered past due or late until the 45<sup>th</sup> day after receipt by Buyer and no late payment fees, interest, or penalties shall apply in excess of those prescribed by law.

**Termination Clause:** In the event either party to this contract is in material breach or default of its obligations hereunder, then unless such breach or default is cured to the reasonable satisfaction of the other party within sixty (60) days after receipt of written notice of such breach or default, the non-defaulting party shall have the right to terminate the contract for cause by written notice of termination.

**Staff Recommendation:** The Attorney General's Office reviewed and approved this item pending the Mississippi Public Service Commission's approval of this agreement. Board staff recommends approval of this item pending the Mississippi Public Service Commission's approval of this agreement.

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**APPROVAL OF LEGISLATIVE LIAISONS**

The following requests for Board approval of various university/system employees as legislative liaisons are made in order to comply with Board Policy 201.0506 Political Activity:

**1. ASU - APPROVAL OF MARCUS WARD AS LEGISLATIVE LIAISON**

Alcorn State University requests approval of Marcus Ward as its legislative liaison.

**STAFF RECOMMENDATION: Board staff recommends approval of this item.**

**2. DSU - APPROVAL OF DR. MICHELLE ROBERTS AS LEGISLATIVE LIAISON**

Delta State University requests approval of Dr. Michelle Roberts as its legislative liaison.

**STAFF RECOMMENDATION: Board staff recommends approval of this item.**

**3. JSU - APPROVAL OF DR. WILLIAM McHENRY AS LEGISLATIVE LIAISON**

Jackson State University requests approval of Dr. William McHenry as its legislative liaison.

**STAFF RECOMMENDATION: Board staff recommends approval of this item.**

**4. MSU - APPROVAL OF JOHN TOMLINSON AS LEGISLATIVE LIAISON**

Mississippi State University request approval of John Tomlinson as its legislative liaison.

**STAFF RECOMMENDATION: Board staff recommends approval of this item.**

**5. MUW - APPROVAL OF PERRY SANSING AS LEGISLATIVE LIAISON**

Mississippi University for Women requests approval of Perry Sansing as its legislative liaison.

**STAFF RECOMMENDATION: Board staff recommends approval of this item.**

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**6. MVSU - APPROVAL OF DR. A. ZACHARY FAISON AS LEGISLATIVE LIAISON**

Mississippi Valley State University requests approval of Dr. A. Zachary Faison as its legislative liaison.

**STAFF RECOMMENDATION: Board staff recommends approval of this item.**

**7. UM - APPROVAL OF DR. ANDREW P. MULLINS, JR. AS LEGISLATIVE LIAISON**

University of Mississippi requests approval of Dr. Andrew Mullins, Jr. as its legislative liaison.

**STAFF RECOMMENDATION: Board staff recommends approval of this item.**

**8. UMMC - APPROVAL OF TARA MOUNGER AS LEGISLATIVE LIAISON**

The University of Mississippi Medical Center requests approval of Tara Mounger as its legislative liaison.

**STAFF RECOMMENDATION: Board staff recommends approval of this item.**

**9. USM - APPROVAL OF CHAD DRISKELL AS LEGISLATIVE LIAISON**

The University of Southern Mississippi requests approval of Chad Driskell as its legislative liaison.

**STAFF RECOMMENDATION: Board staff recommends approval of this item.**

**10. SYSTEM - APPROVAL OF KIM GALLASPY AS LEGISLATIVE LIAISON**

The Executive Office requests approval of Kim Gallaspy as its legislative liaison.

**STAFF RECOMMENDATION: Board staff recommends approval of this item.**

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**APPROVAL OF NON-EMPLOYEE OUT-OF- STATE LOBBYISTS**

Board Policy 201.0506 Political Activity requires IHL Board approval annually of all outside lobbyists which are to perform lobbying activities outside the State of Mississippi on behalf of any of our institutions prior to an institution contracting therewith. Therefore, the following requests for approval to use various federal lobbyists are submitted for your consideration:

**11. JSU - APPROVAL OF POSINELLI SHUGHART AS FEDERAL LOBBYING CONSULTANT**

In response to the requirements of revised Board Policy 201.0506, Political Activity, JSU hereby requests approval for JSU to contract with Polsinelli Shughart PC, to provide lobbying services on behalf of the University outside the State of Mississippi.

**STAFF RECOMMENDATION: Board staff recommends approval of this item.**

**12. MSU - APPROVAL OF FEDERAL SOLUTIONS AS FEDERAL LOBBYING CONSULTANT**

In response to the requirements of revised Board Policy 201.0506, Political Activity, Mississippi State University requests approval of Federal Solutions, LLC, to lobby on behalf of the University outside the State of Mississippi.

**STAFF RECOMMENDATION: Board staff recommends approval of this item.**

**13. UM - APPROVAL OF BGR GOVERNMENTAL AFFAIRS AS FEDERAL LOBBYING CONSULTANT**

In response to the requirements of revised Board Policy 201.0506, Political Activity, the University of Mississippi and the University of Mississippi Medical Center seek approval for BGR Governmental Affairs, LLC, to lobby for them outside the State of Mississippi.

**STAFF RECOMMENDATION: Board staff recommends approval of this item.**

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**14. USM - APPROVAL OF CASSIDY & ASSOCIATES AS FEDERAL LOBBYING CONSULTANT**

In response to the requirements of revised Board Policy 201.0506, Political Activity, the University of Southern Mississippi requests approval to use Cassidy & Associates, Inc., as a lobbyist outside the State of Mississippi.

**STAFF RECOMMENDATION: Board staff recommends approval of this item.**

**APPROVAL OF NON-EMPLOYEE IN-STATE LOBBYISTS**

Board Policy 201.0506 Political Activity requires annual Board approval of the use of all outside lobbyists which will perform lobbying activities within the State of Mississippi on behalf of any of the institutions prior to an institution contracting therewith. In addition, Board Policy 201.0506 requires that the Board approve the actual contract with such a lobbyist. The request for approval must include disclosure of all other clients represented by the proposed lobbyist, as well as the specific source of funding to be used for payment of the lobbyist, including expenses. The request must indicate whether funding is to be derived from state general funds or self-generated funds. Further, the contractual agreement with such an outside lobbyist to conduct in-state lobbying must provide that the agreement is either terminable at will, or it must contain a provision that provides that such contract may be terminated by IHL or the client institution if IHL or the institution determines that a new client of the lobbyist creates a conflict. Lastly, Board policy requires that such lobbyists are required to apprise the Commissioner regarding lobbying activities related to IHL or any individual IHL institution, and to coordinate those activities within system strategies and processes prescribed by the IHL Board. In response to the various requirements of Board Policy 201.0506 regarding the approval requirements in order to use an outside lobbyist for lobbying activities within the State of Mississippi, the institutions have submitted the following for the Board's consideration:

**15. JSU - APPROVAL OF WORTH THOMAS OF W.T. CONSULTANTS AS IN-STATE LOBBYING CONSULTANT**

In accordance with revised Board Policy Bylaw 201.0506, *Political Activity*, JSU hereby requests approval of a consulting agreement between the University and Worth Thomas of W.T. Consultants, who will provide a full scope of legislative liaison services within the State of Mississippi. Such services are designed to achieve the state agency and governmental relations goals of Jackson State University. The contract amount will be \$80,000, plus an approved maximum expense reimbursement of \$2500. The source of funds for payment of the contract will be the JSU Development Foundation. The one year contract

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may be terminated with thirty (30) days' written notice. The client list and proposed contract are set out below:

Lobbyist/Firm Clients:            Methodist Rehabilitation, Inc.  
Senior Care Centers of Mississippi, LLC  
City of Holly Springs  
Farish Street Group  
Mill Creek Management Corporation  
Mississippi Baptist Health System, Inc.  
Altria Client Services Inc. and its Affiliates  
Blake Enterprises  
Cash Depot of Mississippi, LLC  
Advantage Capital Partners  
Mississippi Technology Alliance  
American Red Cross  
Jackson State University Development Foundation  
AT&T Services, Inc.  
Mississippi Power Company

PROPOSED GOVERNMENT RELATION SERVICES AGREEMENT

This service agreement ("Agreement") is entered into by and between W.T. Consultants, ("WTC"), located at 200 South Lamar Street, Post Office Box 774, Jackson 39205 and Jackson State University ("JSU"), located at 1400 J.R. Lynch Street Jackson, MS 39217.

1.     **SCOPE OF SERVICES.** WTC agrees to provide consulting services with respect to state agencies and officials within the State of Mississippi to include (without limitation) direct communication with legislators or other officials concerning relevant legislation, as part of JSU exploring the best possible avenues for implementation of its legislative and economic development agenda. Consultant will coordinate all services and activities with the President of Jackson State University, and/or any representative designated by the President. WTC agrees to comply with all laws, registration or any other requirements of any governing body overseeing such Services as performed in this Agreement, including but not limited to, the compliance requirements of the Lobbying Law Reform Act of 1994 as well as Mississippi Code § 37-101-15(d), as well as any by-laws of the Mississippi Institutions of Higher Learning, Board of Trustees.
  
2.     **REQUIRED FILINGS.** WTC shall register as a lobbyist, and file required periodic reports, for JSU with the Secretary of State of Mississippi relating to lobbying laws in Mississippi. WTC will also advise and assist JSU, at its request, in fulfilling all JSU- related reporting as required under state lobbying regulations.

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3. **TERM OF AGREEMENT.** The Term of this Agreement shall commence on the date of execution of this Agreement (\_\_\_\_\_, 2012) and shall continue in full force to June 30, 2013, unless otherwise terminated as provided herein. This Agreement may be renewed for an additional period(s) upon written mutual agreement of both parties.
4. **PAYMENT.** Compensation for Services performed under this Agreement shall be \$80,000.00. WTC will be paid quarterly, as follows:

September 30, 2012	\$20,000.00
December 31, 2012	\$20,000.00
March 31, 2013	\$20,000.00
June 30, 2013	\$20,000.00
5. **EXPENSES.** WTC will be reimbursed for approved reasonable and necessary expenses incurred in performance of services under this agreement up to a maximum of \$2,500.00. Invoices for expenses reimbursable hereunder shall be rendered monthly in arrears and shall be due within forty-five (45) days of receipt of invoice. WTC agrees to provide reasonable documentation in support of any reimbursement requests.
6. **ADDITIONAL TERMS AND CONDITIONS.** All terms and conditions that Jackson State University is required to follow by law, relevant Federal Management Circulars, the Code of Federal Regulations, JSU policy, and governing board bylaws must be adhered to by WTC.
7. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days prior written notice to either party. This Agreement will automatically terminate if JSU does not receive funding for such services. Upon termination, any payment earned and unpaid to WTC shall be paid in full within forty-five (45) days of JSU's receipt of such invoice. Services performed through a portion of a quarter shall be prorated in accordance with the date of termination.
8. **REPORTS.** Reports shall be submitted to JSU on a continuous basis, including a report at the end of each project period, and a Final Report to be submitted no later than ten (10) days after the initial term of this contract ends, and after any additional terms agreed to between the parties.
9. **RELATIONSHIP.** The parties understand that WTC is an independent contractor with respect to JSU and not an employee of JSU. This Agreement is neither intended to nor will it be construed as, creating any other relationship, including one of employment, joint venture, or agency.
10. **ENTIRE AGREEMENT.** This instrument constitutes the entire Agreement of the parties with respect to the subject matter written.

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11. **CLIENT IDENTIFICATION.** WTC represents that it has disclosed a list of its clients as of the date that this Agreement is executed, and WTC agrees to disclose the identity of all new clients which are acquired by WTC during the term of this Agreement (and any extensions thereof) to IHL and JSU. If IHL or JSU determines that a conflict of interest exists in regard to clients of WTC, then JSU may elect to terminate this Agreement by written notification.

12. **MISSISSIPPI AGENCY PROVISIONS.**

Nondiscrimination. The parties agree to comply with all applicable state and federal laws, rules, and regulations governing equal employment opportunity, immigration, e-verify, and nondiscrimination.

Conflict of Interest. This Agreement is subject to Section 25-4-101 of the Mississippi Code Annotated, as amended. This Agreement may be cancelled if any person significantly involved in the initiating, negotiating, securing, drafting or creating of this Agreement on behalf of the University is an employee, consultant, or agent of any other party to this agreement. Should this Agreement violate a Mississippi Conflict of Interest law, the Agreement may be declared void.

Records. The parties shall retain all records directly relating to this Agreement during the Agreement's term and for a minimum of an additional three (3) years. Further, such records will be available at reasonable times for inspection and audit by University or the State of Mississippi during the term of this agreement and for three (3) years thereafter. A copy of the records shall be provided at Jackson State University in Jackson, Mississippi, upon request.

Failure of Legislature to appropriate. If University's performance under this agreement depends upon the appropriation of funds by the Mississippi legislature, and if the Legislature fails to appropriate the funds necessary for performance, then the University may provide written notice of such non-appropriation and cancel this Agreement without further obligation of the University.

E-Verify. The Parties represent and warrant that each will ensure its compliance with the Mississippi Employment Protection and will register and participate in the status of verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system

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replacing the E-Verify Program. The Parties agree to maintain records of such compliance and, upon request of the State of Mississippi, to provide a copy of each such verification to the State of Mississippi. The Parties further represent and warrant that any of its employees assigned by such Party to perform service's hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The Parties understand and agree that any breach of these warranties may subject The Parties to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to such Party by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both.

Mississippi Law. This Agreement shall be governed and construed according to the laws of the State of Mississippi.

In Witness Whereof, the parties have executed this Agreement in duplicate counterparts, each of which shall be deemed an original, but both of which shall constitute a single instrument.

**STAFF RECOMMENDATION: This proposed agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.**

**16. MSU - APPROVAL OF CORNERSTONE GOVERNMENT AFFAIRS AS IN-STATE LOBBYING CONSULTANT**

In keeping with IHL Policy 201.0506, Political Activity, Mississippi State requests approval of a one-year contract with Cornerstone Government Affairs, LLC, for assistance in pursuing government affairs and business objectives, including monitoring and lobbying of legislation of interest to Mississippi State during the regular session of the Mississippi Legislature, and additional services throughout the year. The contractual flat fee is \$40,000. The fee will be paid with private funds by the MSU Foundation. The contract will be terminable by MSU at any time at will. The Mississippi client list and proposed contract are as follows:

Mississippi Client List

American Diabetes Association  
Community Mental Health Centers  
Huntington Ingalls Shipbuilding  
Kool Smiles

Atlanta, Ga.  
Mississippi  
Pascagoula, MS  
Cincinnati, OH

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Mississippi Association of Supervisors	Jackson, MS
Mississippi Economic Council	Jackson, MS
Mississippi Power Company	Gulfport, MS
Mississippi State University	Starkville, MS
Nissan North America	Canton, MS
Novartis Vaccines and Diagnostics	Washington, DC
Parents' Campaign	Jackson, MS
Ridgeland, MS (City of)	Ridgeland, MS
Save the Children	Washington, DC

Proposed Contract

CORNERSTONE GOVERNMENT AFFAIRS, LLC, a limited liability company duly organized under the laws of the District of Columbia, and doing business as CORNERSTONE GOVERNMENT AFFAIRS (hereafter referred to as "CORNERSTONE") with its Mississippi place of business at 188 East Capitol Street, Suite 910, Jackson, MS 39201, does contract with MISSISSIPPI STATE UNIVERSITY (hereinafter referred to as "MS STATE"), whose principal office is P.O. Box 6018, Mississippi State, MS 39762 to provide consultant services for the period of twelve (12) months, commencing September 1, 2012 and ending August 31, 2013.

SCOPE: In its capacity as a consultant, CORNERSTONE led by Camille Scales Young, shall make its best effort to assist in pursuit of its government affairs and business objectives. MS STATE shall determine the nature of these objectives with the advice and assistance of CORNERSTONE and Camille Scales Young. Specifically the assistance in the monitoring and lobbying of legislation of interest to MS STATE during the Regular Session of the Mississippi Legislature and numerous additional services throughout the year.

CORNERSTONE with the cooperation of MS STATE will conduct an extensive inventory of MS STATE's resources; develop the concept for agreed-upon initiatives; create a theme for these initiatives; formulate a comprehensive plan for the initiatives; prepare the outline of a proposal for the initiatives; assist in the preparation of supporting documentation for the initiatives; develop meetings with key elected and appointed officials and staff; develop legislative strategies to support the initiatives; serve as liaison to state government agencies as necessary; and monitor and report on government programs relevant to the initiatives and other possible arenas of interest to MS STATE.

CORNERSTONE will apprise the Commissioner of IHL regarding lobbying activities related to MS STATE and will coordinate those activities within system strategies and processes prescribed by the IHL Board.

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It is understood that CORNERSTONE cannot undertake to verify all facts supplied to it by MS STATE or related entities or all factual matters included in materials prepared or used by CORNERSTONE and approved by MS STATE or related entities.

NON-DELEGATION: Neither party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

PAYMENTS: Payment shall be made to CORNERSTONE beginning September 1, 2012 and ending August 30, 2013, on a contractual flat fee of forty thousand dollars (\$40,000). Invoices of ten thousand dollars (\$10,000) will be rendered each quarter on September 15, 2012, December 15, 2012, March 15, 2013 and June 15, 2013, and payment shall be made within 45 days. The total fee includes overhead expenses such as any long distance telephone charges, telecopy charges, photocopying charges and postage. Federally appropriated funds may not be used to pay for any services provided or expenses incurred under this contract.

All fees to CORNERSTONE for services will be due and payable on the dates specified herein. All balances not paid 45 days after the due dates specified herein will bear interest at the rate of one percent (1%) per month until paid. All costs of collection incurred by CORNERSTONE of fees, which are more than sixty (60) days past due shall be paid by MS STATE promptly upon demand.

TERMINATION AT WILL: Should MS State desire to terminate this contract for any reason, it may do so at any time. Payments will be prorated through the date of termination.

COMPLIANCE WITH IHL POLICY 201.0506: During the term of this contract, CORNERSTONE will apprise the IHL Board, through the Commissioner, of all new clients after engaging the client.

EMPLOYMENT: CORNERSTONE represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. CORNERSTONE agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to

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provide a copy of each such verification to the State. CORNERSTONE further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. CORNERSTONE understands and agrees that any breach of these warranties may subject CORNERSTONE to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to CORNERSTONE by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, CORNERSTONE would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit."

INDEMNIFICATION: CORNERSTONE agrees to indemnify and hold harmless MS STATE from and against any and all losses, claims, damages, legal fees, expenses or liabilities that MS STATE may incur based upon information, representations, reports, data or releases made by CORNERSTONE or its authorized agent or representative MS STATE did not expressly approve, or that CORNERSTONE materially changed or altered after MS STATE's approval; or that CORNERSTONE used in a negligent or reckless manner. This paragraph shall survive the termination of this agreement and shall continue to bind both parties.

CORNERSTONE shall be responsible, at its own expense, for complying with any state law and/or regulation governing lobbying, including, but not limited to any law or rule requiring registration of or the filing of public disclosure reports by lobbyists, which law or rule applies by reason of any service to be performed or activity to be conducted.

CONTROLLING LAW: This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, without giving consideration to its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi state.

This agreement contains the entire understanding between the parties. It may be changed only by written agreement signed by the parties.

In witness whereof the authorized representatives of MS STATE and CORNERSTONE do hereby execute this contract.

CORNERSTONE GOVERNMENT AFFAIRS, LLC

Date: 8-22-2012

  
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President  
MISSISSIPPI STATE UNIVERSITY

Date: \_\_\_\_\_

\_\_\_\_\_  
President

**STAFF RECOMMENDATION: This proposed agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.**

**17. USM - APPROVAL OF CAPITOL RESOURCES AS IN-STATE LOBBYING CONSULTANT**

The University of Southern Mississippi (USM) requests approval to continue the agreement with Capitol Resources LLC, in Jackson, MS, to provide state lobbying and government relations and consulting services in Mississippi for FY 2013 in the amount of \$60,000 annually, and reasonable reimbursement of travel expenses, all to be funded by indirect cost recoveries, which are self-generated funds. USM may terminate the contract with ten (10) days' notice. The client list and proposed contract are as follows:

Clients – Capitol Resources LLC

ACS State Healthcare Solutions, LLC  
Auto Data Direct  
Beau Rivage Resorts  
Boardwalk Pipeline Partners, LP  
CA, Inc.  
Capitol Strategies Group, Inc.  
Centene Corporation  
Comcast Cable  
Corrections Corporation of America  
Enerkem  
Ergon, Inc.  
El Paso/Gulf LNG Energy  
Foundation for Public Broadcasting in MS  
General Electric Company  
Government Consultants, Inc.  
Gulf State Toyota  
Horne CPA  
Ingalls Shipbuilding  
InTuition Solutions, Inc.  
K-12 Inc.  
Kansas City Southern

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Lorillard Tobacco Company  
MS Energy Policy Institute  
MedStat EMS  
MISSCO Corporation  
MS Hospitality & Restaurant Association  
MS Academy of Physician Assistants  
MS Alliance for Boys & Girls Clubs, Inc.  
MS Coalition for Interior Design  
MS Consumer Finance  
MS Counselor Association  
MS Independent Pharmacies Association  
MS Museum of Natural Science Foundation  
MS Organ Recovery Association  
MS Optometric Association  
MS Primary Health Care Association  
Sanderson Farms, Inc.  
UHS of Delaware Inc. – Parkwood  
SmartSynch  
Southern Beverage Company, Inc.  
Tellus Operating Group, LLC  
The Louis Berger Group, Inc.  
The Regional Medical Center at Memphis  
Thompson Engineering  
Toyota Motor – North America, Inc.  
United States Chamber of Commerce  
University of Southern Mississippi  
Veritec Solutions, LLC  
Youth Village

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Proposed Contract

June 6, 2012

Dr. Aubrey K. Lucas  
Interim President  
University of Southern Mississippi  
118 College Drive #5001  
Hattiesburg, MS 39406-0001

Re: University of Southern Mississippi  
Governmental Relations-Mississippi Fiscal Year 2013

Dear Dr. Lucas,

On behalf of Capitol Resources, LLC, thank you very much for giving us the opportunity to continue to assist you in representing the state-related political interests of the University of Southern Mississippi (USM). Our Capitol Resources team looks forward to working with you and assisting you in achieving USM's legislative objectives here in Mississippi.

Please make sure that the following reflects your understanding of our objectives and efforts on behalf of the University of Southern Mississippi (USM). Through your direction, we will provide comprehensive lobbying and government relations efforts in Mississippi, focusing on but not limited to the following objectives:

- Strategic planning in conjunction with USM and the state Institutions of Higher Learning (IHL)
- Policy advocacy in the Mississippi Legislature, particularly on committees and issues dealing with funding, capital projects, IHL, K-12 education, technology development, hurricane recovery, and marine resources
- Policy advocacy and monitoring of relevant issues within the Executive Branch.
- Partnership and strategic alliance development, both within various agencies and departments of state government, as well as within the private sector focusing on:
  - USM in relation to broader education policy, i.e. teacher training, K-12, college preparation, etc.
  - USM research application and support within the private sector, particularly in South Mississippi
  - USM in relation to workforce development
- Timely reports to USM leadership in the form of
  - Bill-status e-mail reports
  - Telephone and e-mail reports as required by the posture of legislation

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- Post-session reports and other reports as requested and required
- Exhaustive monitoring of legislation, relevant committee hearings and floor debates
- Identifying and securing potential legislative sponsors for USM-supported legislation and assistance with bill drafting
- Defensive monitoring within a broad spectrum of government agencies
- Assistance to USM administration, alumni and supporters in communication with key legislators at appropriate times
- Compliance with all registration and reporting laws
- Off-session strategy planning and legislative contacts, attendance at appropriate USM events
- Communications and messaging as appropriate
- USM may, when the interests of USM so require, terminate this agreement in whole or in part if Capitol Resources, LLC, takes on a client that is in conflict with USM. Written notice of all new clients is required to be given to USM no less than ten (10) days' notice prior to the effective date of adding the client. Capitol Resources, LLC, shall further disclose all new clients to the IHL Board, through the Commissioner, as required by IHL Board Policy 201.0506 (3). In addition, Capitol Resources, LLC, shall apprise the Commissioner regarding lobbying activities within system strategies and processes prescribed by the IHL Board.
- USM may, when the interests of USM so require, terminate this agreement in whole or in part for convenience of USM. Written notice of the same is required to be provided by USM and shall allow no less than ten (10) days' notice prior to the effective date of termination.
- USM shall pay Contractor within 45 days of receipt of each invoice received from Contractor upon review and confirmation by USM that such payments and all portions thereof are due, justified and warranted based on services received by USM in accordance with §31-7-305(2), Mississippi Code of 1972.
- It is expressly understood and agreed that the obligation of USM to proceed under this agreement is conditioned upon the availability and receipt of funds by USM to specifically perform the obligations set forth for USM under this agreement.
- Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon

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request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of License or Permit.

- This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of this state. Contractor shall comply with applicable federal, state, and local laws and regulations. If a court determines that any provision of this contract is not enforceable against USM, the Contractor agrees that the individual signing this agreement on behalf of USM is not personally responsible or liable for any of the obligations and duties contained herein.

Capitol Resources will provide state government relations and consulting services in Mississippi to the University of Southern Mississippi for a consulting retainer fee of Sixty Thousand Dollars (\$60,000.00) a year, payable in monthly installments of Five Thousand Dollars (\$5,000.00) for each month of fiscal year 2013. If the agreement is approved after July the monthly retainer will be adjusted to equal \$60,000 for the fiscal year. For accounting and reporting purposes Twelve Thousand Dollars (\$12,000.00) or One Thousand Dollars (\$1,000.00) of this fee per month shall cover our routine consulting services and Forty-Eight Thousand Dollars (48,000.00) or Four Thousand Dollars (\$4,000.00) of the monthly fee will pay for our direct lobbying services to USM. This payment schedule allows us to provide USM our comprehensive state government relations services. Our total fee includes all of the consulting and lobbying services routinely provided by Capitol Resources, LLC, to manage and implement your objectives. It is our understanding that the fee does not include any extraordinary expenses such as travel, and that we will seek your approval prior to incurring any of these types of expenses.

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If this engagement letter meets with your approval, please indicate your acceptance by signing the enclosed letters and returning one copy for our files. If you should have any questions, please do not hesitate to call me at (601) 948-6020 or (601) 497-4646.

We sincerely appreciate the opportunity to continue our association with you on behalf of the University of Southern Mississippi and achieving your legislative objectives.

Sincerely,  
CAPITOL RESOURCES, LLC  
Clare L. Hester  
Partner

On behalf of the University Of Southern Mississippi, I accept the terms set forth in this letter.

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

POSITION: \_\_\_\_\_

DATE: \_\_\_\_\_

**STAFF RECOMMENDATION: The proposed agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.**

**18. USM - APPROVAL OF JOE GILL CONSULTING AS IN-STATE LOBBYING CONSULTANT**

The University of Southern Mississippi requests approval to continue the agreement with Joe Gill Consulting LLC, in Ocean Springs, MS, to provide state lobbying and government relations and consulting services in Mississippi pertaining to the Gulf Coast Research Laboratory in an amount not to exceed \$38,000 annually, and reimbursement of reasonable expenses, all to be funded by indirect cost recoveries, which are self-generated funds. The period of the contract will be during FY 2013. Either party may terminate the contract by noticing the other party of same. The client list and proposed contract are as follows:

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Client List

City of Ocean Springs  
Jackson County Board of Supervisors  
Mississippi Justice Court Judges Association  
Jackson County Emergency Communications District (911)

Proposed Contract

This agreement is made by and between the University of Southern Mississippi's Gulf Coast Research Laboratory, hereinafter referred to as "GCRL", and Joe Gill Consulting LLC, hereinafter referred to as "JGC", according to the following terms:

1. PURPOSE:

GCRL desires to engage the service of professional personnel, familiar with the governmental structure, the governmental procedural procedures, and the politics of the State of Mississippi.

2. SCOPE OF SERVICES:

JGC shall provide services for GCRL in an expedient and satisfactory manner for any or all of the following:

Specific:

- A. Represent GCRL budget to the Mississippi Legislature as a registered lobbyist.
- B. Initiate "Line Item Funding" for Marine Education Center.
- C. Coordinate Legislative Initiatives with the Dept. of Marine Resources.
- D. Coordinate activities with GCRL Legislative liaison Chad Driskell.
- E. Secure Coastal Delegation support/approval for coastal activities.
- F. Environmental Consulting on all GCRL properties.

General:

- A. Build broader legislative support from GCRL Alumni and others.
- B. Look for new initiatives/collaborations.
- C. Coordinate with Coastal GCRL Alumni (potential sources of support).
- D. Investigate opportunities for other Budget Line Items.
- E. Other matters that GCRL may assign to JGC.

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The assignment of additional matters shall be in writing setting forth what services are to be performed. JGC shall perform no services without the aforesaid written authority.

3. PERIOD OF PERFORMANCE:

The term of this contract shall be July 1, 2012 or upon approval of the IHL Board until June 30, 2013.

The contract may be modified and/or extended by mutual agreement of the parties hereto.

4. LIMITATIONS:

This agreement is limited in scope to the above Specific and General items as listed.

5. CONSIDERATION:

As consideration for performance of this contract, the GCRL agrees to pay JGC for services rendered as follows: Up to \$38,000.00 for fiscal year 2013, as services are provided. These payments shall be divided into monthly installments.

6. EXPENSES:

Reasonable expenses as preapproved by the GCRL shall also be paid to JGC.

7. METHOD OF PAYMENT:

Payment shall be made upon receipt of a monthly requisition for payment for JGC.

8. STAFF ASSISTANCE:

It is understood that JGC will act in conjunction with GCRL and GCRL will provide all technical data required to support JGC.

9. TERMINATION:

GCRL may, when the interests of GCRL so require, terminate this agreement in whole or in part if JGC takes on a client that is in conflict with GCRL or USM.

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Written notice of all new clients is required to be given to GCRL no less than ten (10) days prior to the effective date of adding the client.

Either party on notice to the other party may terminate this contract. On notice of termination by GCRL, JGC shall cease all work in connection with this project and GCRL shall pay JGC all consideration through the date of termination. On notice of termination by JGC, JGC shall deliver all work in progress to GCRL, whereupon JGC shall have no further obligation to GCRL, except the conditions set forth in the confidentiality provision of this Agreement.

10. CONFIDENTIAL INFORMATION:

JGC shall not at any time during the term of this Agreement, directly or indirectly, disclose, publish, or divulge to any person any proprietary, secret, or confidential information of GCRL or any other information obtained in connection with this Agreement. Upon termination or expiration of this Agreement, JGC shall promptly deliver or return to GCRL all materials of a proprietary, secret or confidential nature that have been delivered to or may then be in the possession or control of JGC. JGC and GCRL agree that the provisions of this Section shall survive the termination or expiration of this Agreement by one (1) year.

11. PAYMENT

GCRL shall pay JGC within 45 days of receipt of each invoice received from JGC upon review and confirmation by GCRL that such payments and all portions thereof are due, justified and warranted based on services received by GCRL in accordance with §31-7-305(2), Mississippi Code of 1972.

12. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of GCRL to proceed under this agreement is conditioned upon the availability and receipt of funds by GCRL to specifically perform the obligations set forth for GCRL under this agreement.

13. E-VERIFY

JGC represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of

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Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. JGC agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. JGC further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. JGC understands and agrees that any breach of these warranties may subject JGC to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to JGC by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, JGC would also be liable for any additional costs incurred by the State due to contract cancellation or loss of License or Permit.

14. APPLICABLE LAW

This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of this state. JGC shall comply with applicable federal, state, and local laws and regulations. If a court determines that any provision of this contract is not enforceable against GCRL, JGC agrees that the individual signing this agreement on behalf of GCRL is not personally responsible or liable for any of the obligations and duties contained herein.

15. NOTICE TO IHL BOARD OF TRUSTEES

In addition to the notice to GCRL of all new JGC clients under Section 9, JGC shall, in accordance with IHL Board Policy 201.0506 (3), apprise the IHL Board, through the Commissioner, of all new clients after engaging the client or clients. Under Policy 201.0506 (3), JGC shall also apprise the Commissioner regarding lobbying activities related to IHL or any individual IHL institution and shall coordinate those activities within system strategies and processes prescribed by the Board.

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16. CHANGES:

The GCRL may, from time to time, require a change in the “Services” JGC is to perform hereunder. Such changes, including any increase or decrease in the amount of consideration, which are mutual agreed upon, shall be incorporated in written as amendments to this contract.

IN WITNESS HEREOF, the GCRL, and JGC have executed this contract as of the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Gulf Coast Research Laboratory

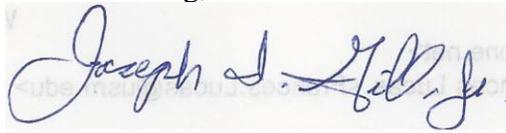
By: \_\_\_\_\_

The University of Southern Mississippi

By: \_\_\_\_\_

AND

Joe Gill Consulting, LLC

By: 

Joseph I. Gill, Jr., Chief Executive Officer.

**STAFF RECOMMENDATION: The proposed agreement has been reviewed and approved by the Attorney General’s Office. Board staff recommends approval of this item.**

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**APPROVAL OF PROPOSED SETTLEMENTS**

**19. UM - APPROVAL TO SETTLE UM-IHL SELF-INSURED WORKERS'  
COMPENSATION CLAIM**

The IHL Self-Insured Workers' Compensation Program is seeking Board approval for the settlement of Claim No. 55-32412 at the University of Mississippi.

**STAFF RECOMMENDATION: Board staff recommends approval of this item.**

**20. UM - APPROVAL TO SETTLE UM-IHL SELF-INSURED WORKERS'  
COMPENSATION CLAIM**

The IHL Self-Insured Workers' Compensation Program is seeking Board approval for the settlement of Claim No. 55-8572-1 at the University of Mississippi.

**STAFF RECOMMENDATION: Board staff recommends approval of this item.**

# **INFORMATION AGENDAS**

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**INFORMATION ITEM**  
**FINANCE**  
**October 18, 2012**  
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**USM – Emergency Purchase**

On May 7, 2012, the University of Southern Mississippi's (USM) Executive Head, Dr. Martha Saunders, authorized the emergency purchase of a fire alarm system for the Payne Center. This was necessary as the system was damaged by a lightning strike. As a result, the University was in violation of the International Fire Code 907.2.1 and 907.2.2. Before proceeding with the purchase, USM officials obtained two written quotes. The fire alarm system (equipment and installation) was purchased for a total of \$74,919.

This information is being provided to the Board of Trustees in accordance with **Miss. Code Ann. § 31-7-13(j) – State Agency Emergency Procedure**: In the event such executive head is responsible to an agency board, at the meeting next following the emergency purchase, documentation of the purchase, including a description of the commodity purchased, the purchase price thereof and the nature of the emergency shall be presented to the board and placed on the minutes of the board of such agency,

Documentation to support the purchase follows.



# THE UNIVERSITY OF SOUTHERN MISSISSIPPI

Physical Plant

118 College Drive #5058  
Hattiesburg, MS 39406-0001  
601.266.4414  
www.usm.edu

May 9, 2012

To: Steve Ballew, Purchasing Director

From: Chris Crenshaw, Physical Plant Director

Cc: Chad Driskell, Interim Vice President for Administrative Affairs

Re: Emergency purchase

---

Steve, I am requesting your assistance with an emergency purchase of a fire alarm system for the Payne Center. This system was recently damaged by a lightening strike.

Two fire alarm companies have inspected the system and deemed it unusable. As a result of this situation we are currently in violation of the International Fire Code 907.2.1 and 907.2.2. While we do have a fire sprinkler system in this facility that is still active, with the system down, we have no way of knowing if the sprinkler system has been activated unless there is someone in the building.

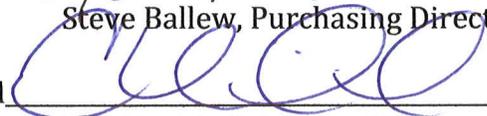
Consequently, I am requesting authority to proceed with an immediate purchase and installation of a new fire alarm system for the Payne Center. Please advise me of how I can assist you further in this process. Thanks for your help!

Approved

  
Steve Ballew, Purchasing Director

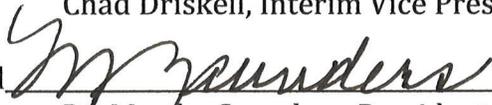
Date 10 MAY 2012

Approved

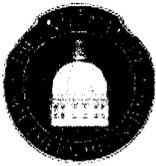
  
Chad Driskell, Interim Vice President for Administrative Affairs

Date 5/10/12

Approved

  
Dr. Martha Saunders, President

Date 5.10.12



# Purchase Order

**USM Purchasing**  
2609 WEST 4TH STREET  
HATTIESBURG MS 39401  
United States

Dispatch via Print

<b>Purchase Order</b> 7005383	<b>Date</b> 05/18/2012	<b>Revision</b>	<b>Page</b> 1
<b>Payment Terms</b> Net 30	<b>Freight Terms</b> FOB:Destin, frt prepd/chrq back		<b>Ship Via</b> BESTWAY
<b>Buyer</b> Duplessy, Dennis Anthony	<b>Requisition #</b> 0000004734	<b>Requestor</b> Sims, Sheila	

**Vendor:** 0000035605 **FAX :** 601/922-0075  
B AND E COMMUNICATIONS INC  
P O BOX 7656  
JACKSON MS 39284-7656

**Ship To:** 2609 WEST 4TH STREET  
HATTIESBURG MS 39401  
United States

**Bill To:** 118 COLLEGE DRIVE #5058  
HATTIESBURG MS 39406-0001  
United States

<b>Tax Exempt?</b> Y	<b>Tax Exempt ID:</b> 64-740188K	<b>Dept:</b> Special Projects	<b>Dept id:</b> 150010	<b>Proj/Gmt:</b> WP00045	
<b>Line</b>	<b>Quantity</b>	<b>UOM</b>	<b>Item/Description</b>	<b>Unit Price</b>	<b>Extended Amt</b>

1	1.00	EA	PAYNE CENTER FRIE ALARM SYSTEM EMERGENCY PURCHASE: PER SCOPE OF WORK FROM QUOTE FROM B & E COMMUNICATION.	74,919.00	74,919.00
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QUOTE DATED 5/8/2012 - SUBMITTED BY: JOHN THOMPSON (B & E COMMUNICATIONS, INC.)

VERSION: QSP\_110e4

JOB NO: FIRE ALARM SYSTEM - PAYNE CENTER

SEND INVOICES WITH PO NUMBER TO:

PHYSICAL PLANT  
118 COLLEGE DR. #5058  
HATTIESBURG, MS 39406-0001

<b>Total:</b>	74,919.00
---------------	-----------





QUOTATION

**B & E COMMUNICATIONS, INC.**

5250 GREENWAY DRIVE  
JACKSON, MS 39204  
P.O. BOX 7656  
JACKSON, MS 39284-7656  
PHONE: 601-922-6031  
FAX: 601-922-0075

TO: MR. SCOTTY BODIE  
UNIVERSITY OF SOUTHERN MS  
HATTIESBURG, MS

DATE: 4/10/2012

PROJECT NAME: PAYNE CENTER  
UNIVERSITY OF SOUTHERN MS  
HATTIESBURG, MS

**FIRE ALARM SYSTEM:**

EQUIPMENT AND INSTALLATION. QUOTE INCLUDES COMPLETE UPGRADE OF EXISTING FIRE ALARM SYSTEM AT THE PAYNE CENTER ON THE CAMPUS OF THE UNIVERSITY OF SOUTHERN MS. QUOTE INCLUDES REPLACEMENT OF EXISTING CONVENTIONAL FIRE ALARM FIELD INITIATION AND NOTIFICATION DEVICES, CONTROL PANEL, AND REQUIRED ELECTRICAL WORK INCLUDING CONDUIT AND CABLE AS REQUIRED FOR COMPLETE AND OPERATING SYSTEM. SECURITY DEVICES INSTALLED IN EXISTING SYSTEM WILL NOT BE CONNECTED TO THE NEW SYSTEM. NEW SYSTEM WILL BE CONNECTED TO THE EXISTING GRAPHIC CONTROL STATION FOR SYSTEM MONITORING AT BOND HALL. SEE ATTACHED BILL OF MATERIAL FOR REPLACEMENT DEVICES AND QUANTITIES INCLUDED IN THIS PROPOSAL.

**TOTAL \$74,919.00 PLUS ANY APPLICABLE TAXES**

COR NUMBER 04635-SC

QUOTATION IS GOOD FOR 30 DAYS.  
TERMS ARE COD, CREDIT CARD, OR NET 30 DAYS PENDING CREDIT APPROVAL. CREDIT APPROVAL IS AT THE SOLE DISCRETION OF B&E COMMUNICATIONS, INC. WE HONOR CUSTOMER PURCHASE ORDERS, SIGNED QUOTATIONS, AND STANDARD AIA 401 CONTRACTS. OTHER ITEMS/CONTRACTS WILL BE ACCEPTED PENDING APPROVAL AND AT THE DISCRETION OF B&E COMMUNICATIONS, INC.

**STATEMENT**

GENTLEMEN: This proposal is submitted subject to all the terms and conditions stated above and on the reverse side hereof, all of which it includes. This proposal is a solicitation of your offer and if assented to in writing by you and thereafter accepted in writing by an authorized officer of this Company it shall then constitute a contract for the work, services or equipment provided for on the said terms and conditions. This company is hereinafter referred to as Contractor and the addressee as Purchaser. This proposal is valid for a thirty day period from date of issue and subject to the standard terms on the reverse side.

ACCEPTED BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

SUBMITTED BY: **John Thompson**  
TITLE: **PRESIDENT**  
DATE: **4/10/2012**



Date: 04/10/12  
 Version: QSP\_110e2h.xls  
 Job No: FIRE ALARM SYSTEM

Total:

Job Name: PAYNE CENTER FIRE ALARM UPGRADE  
 Filename: PAYNE CENTER

To: UNIVERSITY OF SOUTHERN MISSISSIPPI  
 HATTIESBURG, MS

Attn: SCOTTY BODIE

Qty	Cat No	Description	Cat. Sheet #
<b>EST3 System Components</b>			
<b>Local Rail &amp; Communication Modules</b>			
1	EST3	Panels	85010-0145
1	3-CPU3	Central Processor Module	85010-0133
1	3-RS485B	Network Communication Card, Class B	85010-0133
1	MN-COM1S	Ethernet Device Server Network Interface -10/100BASE-T	85010-0144
1	NETCOM-BRKT	Mounting Bracket for NETCOM-1S, NETSW-EIS6-xM, FSB-PC	
1	3-SSDC1	Signature Single Driver Controller (LRM)	85010-0129
1	3-SDDC1	Signature Dual Driver Controller (LRM)	85010-0129
<b>User Interface Modules</b>			
1	3-LCD	Liquid Crystal Display Module	85010-0071
<b>Power Supplies</b>			
1	3-PPS/M	Primary Power Supply 120V	85010-0059
<b>Battery</b>			
2	12V40A	40 AH Battery	85010-0127
<b>Cabinets &amp; Door Assemblies</b>			
<b>Chassis Assemblies</b>			
1	3-CHAS7	Chassis Ass'y for 7 LRMs	
<b>Local Rail Filler Modules, Doors, &amp; Plates</b>			
2	3-LRMF	Blank LRM Filler	85010-0055
5	3-FP	Filler Plate for LRM door	
<b>Lobby Cabinet Assemblies</b>			
1	3-CAB7B	Back Box /w 7 LRM Space w/o Door	85010-0067
1	3-CAB7D	Door Assembly for 3-CAB7	85010-0067
<b>Battery Cabinet</b>			
1	BC-1	Battery Cabinet	
<b>Keypad Display</b>			
1	3-LCDANN	LCD Annunciator /w CPU and Door	85010-0069
1	RLCM/B-S	Surface Box for 3-LCDANN	85010-0069
<b>Remote Booster Power Supply Summary</b>			
2	BPS6A	Remote Booster Power Supply, 6.5A, 120Vac, Red	85005-0125

## Edwards System Builder

Qty	Cat No	Description	Cat. Sheet #
<b>Remote Booster Power Supply Batteries</b>			
4	12V6A5	7.2 AH Battery	85010-0127
<b>Remote Booster Power Supply Interface</b>			
4	SIGA-CC1	Signature Control Module, Single Channel	85001-0237
<b>Signature Series Intelligent Detectors</b>			
67	SIGA-IS	Ionization Smoke Detector	85001-0291
24	SIGA-PS	Photoelectric Smoke Detector	85001-0269
145	SIGA-HRS	Heat Detector, 15F ROR, 135F Fixed Temperature	85001-0243
<b>Detector Bases</b>			
236	SIGA-SB	Standard Detector Base	
<b>Duct Mounting Accessories</b>			
18	SIGA-DH	Duct Detector Housing	85001-0325
18	6261-006	Air Sampling Tube - 78" long	
<b>Remote Alarm LED</b>			
20	SIGA-LED	Remote Alarm LED, use with Standard Base & SIGA-SD only	
<b>Signature Series Life Safety Modules</b>			
<b>Manual Pull Stations</b>			
4	SIGA-278	Double Action Fire Alarm Station	85001-0279
<b>Input Modules</b>			
5	SIGA-CT1	Single Input Module	85001-0241
5	SIGA-CT2	Dual Input Module	85001-0241
<b>Output Modules</b>			
4	SIGA-CC1	Signal Module /w 1 Riser in, 1 Output Ckt, CI 'B'	85001-0237
43	SIGA-CR	Control Relay Module	85001-0239
<b>Module Cabinet</b>			
1	MFC-A	Module Cabinet for 1 MP1, 2 MP2s, 2 MP2Ls or any 1 UIO Mod	85001-0365
<b>End-of-Line Devices</b>			
19	EOL-47	47K EOL Assembly, UL Approved	
<b>Genesis Temporal Fire Horn-Strobes, Wall Mount, 84.4/79.4 dBA , Multi-candela, 1 Gang</b>			
29	G1RF-HDVM	Horn-Strobe, running man, red, "FIRE", 15, 30, 75, 110 cd	85001-0573
<b>Genesis Temporal Fire Horn-Strobes, Ceiling Mount, 84.4/79.4 Low Candela</b>			
2	GCFR-HDVM	Temporal Horn-Strobe, running man, red, FIRE, 15, 30, 75, 95	85001-0559
<b>Genesis Accessories</b>			
1	G1M-RM	Precision Synchronization Module - Remote Mount, 1 Gang	85001-0545
29	G1RT	Trim Plate, for 2 gang or 4" square boxes, red	85001-0529
<b>Genesis Ceiling Multi Low Candela Fire Strobes</b>			
10	GCFR-VM	Strobe, running man, red, FIRE, 15, 30, 75, 95 cd, clear	85001-0557
<b>Custom Additions</b>			
1	Custom 1	REMOTE ANNUNCIATOR MOUNTING HARDWARE	
2	RAC120	ELEVATOR SHUNT POWER MONITOR	

Rodger

I wanted to share so more information I have gathered over the past few weeks regarding the fire alarm system at the Payne Center. Since the fire alarm system was damaged due to lightning/power surge, I solicited two fire alarm companies to check the system and they both deemed the system non repairable.

With this news I asked B&E Communication and Simplex to give us a price on replacing the complete fire alarm system. This will include replacing all initiating devices and notification devices in the building and bring the building up to today's NFPA Fire Alarm Codes.

To bring the building to code there will be new devices added to the system. There will also be new conduit and wiring that would need to be done. There are over 260 smoke detectors, thermal detectors, duct detectors, sprinkler system monitoring points and pull stations. The new system will connect to our graphic control monitoring system at UPD located in Bond Hall and show the location of the activation on the building graphic map.

I think that replacing the complete fire alarm system is the best resolution to solve the problem and to provide a safe environment for the individuals using the Payne Center.

Scotty

I am sure you are aware USM comes under the International Building and Fire Codes as do all state owned buildings. These codes and laws are enforced by the MS State Fire Marshal's Office and the MS Insurance Department. IHL's Risk Management Department also monitors our compliance.

The Payne Center has been classified as a Group A (assembly) building and as a Group B (business) building. We are currently in violation of International Fire Code 907.2.1 and 907.2.2.

907.2.1: A fire alarm system shall be installed in Group A occupancies having an occupant load of 300 or more.

907.2.2: A fire alarm system shall be installed in Group B occupancies having an occupant load of 500 or more persons or more than 100 persons above or below the first floor.

Our fire alarm systems are monitored 24/7 by the USMPD dispatch. With this system being down we have no way of knowing if there is a fire in the Payne Center. Fortunately we have a fire sprinkler system in the Payne Center; however, with the fire alarm system down we have no way of knowing if the fire sprinkler system has been activated unless someone is in the Payne Center. We have placed some stand-alone smoke detectors in the Payne Center that would be heard in some areas if the building was occupied.

Fire alarm systems are our first and foremost defense against injury and property loss caused by fires. We need to proceed with installation of a new fire alarm system as soon as possible.

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**SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE  
AUGUST 16, 2012 BOARD MEETING SUBMISSION DEADLINE**

**NOTE: THE FOLLOWING ITEMS WERE APPROVED BY THE BOARD'S REAL ESTATE AND FACILITIES STAFF ACCORDING TO BOARD POLICY §904 (A) BOARD APPROVAL WHICH STATES:**

**Board Policy §904(A), Board Approval**

*When funding has been secured from whatever source, each institution shall bring all new projects to the Board for the approval of the project initiation and the appointment of a design professional, as required in Board Policy §902, Initiation of Construction Projects. This request shall include a detailed description of the work to be accomplished, the total budget, the funding source and the design professional recommended to the Board for approval.*

*After the Board has granted approval of both the initiation of a project and the appointment of a design professional, no further Board action or approval is required for the completion of the project if the following conditions are met:*

- 1. The detailed description of the work to be accomplished, as specifically approved by the Board within the project initiation, has not changed.*
- 2. The total project budget has not increased beyond the amount specifically approved by the Board as part of the project initiation;*
- 3. The funding source has not changed from that specifically approved by the Board as part of the project initiation; and*
- 4. The design professional previously approved by the Board has not changed.*

*If the above four conditions have been met, the Board's Real Estate and Facilities staff, through the Commissioner, shall have the authority to approve any and all necessary documents related to the completion of the subject construction project, including the approval of construction documents, the advertisement and receipt of bids, the approval of a bid, the award of a contract and any change orders.*

**Change Order Approval Note: No change orders approved by Board staff, as reflected within any of the following informational agenda items, increase the Board approved total project budget. The total project budget as approved by the Board provides for a contingency fund, which allows for an increase in the construction budget of between five and ten percent. Any increase in the total project budget caused by a change order, would require Board approval and could not be approved by Board staff.**

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**1. ASU– GS 101-288 – Bowles Hall Renovations**

**Staff Approval:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Schematic Design Documents** as submitted by Burris/Wagnon Architects, P.A. Approval is requested from the Bureau of Building, Grounds, and Real Property.

**Staff Approval Date:** July 27, 2012

**Project Initiation Date:** August 18, 2011

**Design Professional:** Burris/Wagnon Architects, P.A.

**General Contractor:** TBA

**Contract Award Date:** TBA

**Project Budget:** \$5,500,000.00

**Funding Source(s):** SB 3100, L'11 (\$5,500,000.00)

**2. ASU – GS 101-269 – Dumas Hall Renovations**

**Staff Approval :** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #5** in the **credit amount** of \$56,477.37 and one hundred fifteen (115) additional days to the contract of Paul Jackson & Son, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property.

**Staff Approval Date:** August 8, 2012

**Change Order Justification:** **Change Order #5** is necessary to modify & add plate light covers, to provide make-up water for the chilled water system, to allow for a deduct for the Direct Digital Control System as listed as a line item allowance, add weather days incurred by the contractor, modify and add metal framing at furrdowns and to modify & add water line to avoid the new sewer manhole.

**Total Project Change Orders and Amount:** Five (5) change orders for a total amount of \$127,980.79.

**Project Initiation Date:** January 31, 2008

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**Design Professional:** Duvall Decker Architects, P.A.

**General Contractor:** Paul Jackson & Son, Inc.

**Contract Award Date:** December 7, 2010

**Project Budget:** \$7,000,000.00

**Funding Source(s):** HB 246, L'07 (\$2,057,735.00); HB 1641, L'08 (\$368,847.64); SB 2988, L'03 (\$300,000.00); SB 2010, L'04 (\$4,273,417.36)

**3. ASU – GS 101-278 – Lanier Hall**

**Staff Approval:** In accordance with Board Policy §904 (A) Board Approval, Board staff **approved the award of contract** to Barnard & Sons Construction, L.L.C., the lower of five (5) bidders, for a total contract amount of \$1,525,000.00. Approval is requested from the Bureau of Building, Grounds, and Real Property.

**Staff Approval Date:** August 28, 2012

**Project Initiation Date:** May 14, 2009

**Design Professional:** Waycaster & Associates Architects

**General Contractor:** Barnard & Sons Construction, L.L.C.

**Contract Award Date:** August 28, 2012

**Project Budget:** \$1,800,000.00

**Funding Source(s):** HB 1722, L'09 (\$685,012.82); HB 1701, L'10 (\$1,114,987.18)

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**4. MSU– GS 105-341 – Hand Lab – Life Safety Upgrades**

**Staff Approval #1:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Schematic Design Documents** as submitted by Atherton Consulting Engineers, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property.

**Staff Approval #2:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Waiver of Design Development Documents** as submitted by Atherton Consulting Engineers, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property.

**Staff Approval Date:** August 27, 2012

**Project Initiation Date:** November 19, 2009

**Design Professional:** Atherton Consulting Engineers, Inc.

**General Contractor:** TBA

**Contract Award Date:** TBA

**Project Budget:** \$1,100,000.00

**Funding Source(s):** HB 1634, L'06 (\$400,000.00); HB 1641, L'08 (\$700,000.00)

**5. MSU– GS 105-345 – Classroom Building with Parking**

**Staff Approval:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Schematic Design Documents** as submitted by Belinda Stewart Architects, P.S. Approval is requested from the Bureau of Building, Grounds, and Real Property.

**Staff Approval Date:** July 20, 2012

**Project Initiation Date:** August 19, 2010

**Design Professional:** Belinda Stewart Architects, P.S.

**General Contractor:** TBA

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**Contract Award Date:** TBA

**Project Budget:** \$37,509,471.00

**Funding Source(s):** SB 3100, L'11 (\$9,712,400.00); HB 246, L'07 (\$2,300,000.00); EBC Bonds & University Funds (\$25,497,071.00)

**6. MSU – IHL 205-260 – Expansion & Renovation to Davis Wade Stadium**

**Staff Approval:** In accordance with Board Policy §904 (A) Board Approval, Board staff **approved the award of contract** to Harrell Contracting Group, L.L.C., the lower of six (6) bidders, for a total contract amount of \$62,646,000.00.

**Staff Approval Date:** August 10, 2012

**Project Initiation Date:** May 19, 2011

**Design Professional:** LPK Architects

**General Contractor:** Harrell Contracting Group, L.L.C.

**Contract Award Date:** August 10, 2012

**Project Budget:** \$80,000,000.00

**Funding Source(s):** EBC Bonds/Commercial Paper (\$80,000,000.00)

**7. MSU– IHL 213-139 – Stoneville Office Building**

**Staff Approval:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #3** in the **credit amount** of \$9,958.72 and zero (0) additional day to the contract of McMillan-Pitts Construction Company, L.L.C.

**Staff Approval Date:** August 27, 2012

**Change Order Justification:** **Change Order #3** is necessary to adjust the testing & balance allowance, deletion of inner duct, to provide credit for additional professional visits, to replace existing sinks for three handicap sinks and to modify the storm drain system.

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**Total Project Change Orders and Amount:** Three (3) change orders for a total amount of \$27,208.67.

**Project Initiation Date:** November 19, 2009

**Design Professional:** Pryor & Morrow Architects and Engineers, P.A.

**General Contractor:** McMillan-Pitts Construction Company, L.L.C.

**Contract Award Date:** December 13, 2010

**Project Budget:** \$3,000,000.00

**Funding Source(s):** MAFES Sales Funds (\$1,795,000.00); MSU-ES State Funds (\$1,205,000.00)

**8. MUW – GS 104-149 – Poindexter Hall Renovation**

**Staff Approval #1:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #12** in the amount of \$58,332.00 and seven (7) additional days to the contract of West Brothers Construction, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property.

**Staff Approval #2:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #13** in the amount of \$40,661.70 and zero (0) additional days to the contract of West Brothers Construction, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property.

**Staff Approval Date:** (#1) August 3, 2012; (#2) August 7, 2012

**Change Order Justification:** **Change Order #12** is necessary for repairs to the existing storm drain system at the parking lot. **Change Order #13** is necessary for plaster repairs at gallery 119 & office 102, water repellent at tuckpointed brick, waterproofing injections at crawlspace, modifications to door hardware, support existing floor joists at crawlspace, remove existing concrete beneath asphalt parking lot and temporary utilities.

**Total Project Change Orders and Amount:** Thirteen (13) change orders for a total amount of \$695,781.01.

**Project Initiation Date:** November 20, 2003

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**Design Professional:** Pryor & Morrow Architects and Engineers, P.A.

**General Contractor:** West Brothers

**Contract Award Date:** August 4, 2010

**Project Budget:** \$9,579,000.00

**Funding Source(s):** SB 2010, L'04 (\$6,930,000.00); HB 246, L'07 (\$714,000.00); HB 1641, L'08 (\$435,000.00); HB 722, L'09 (\$1,500,000.00)

**9. MVSU– GS 106-201 – Library Enhancements Phase II**

**Staff Approval:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #2** in the amount of \$41,783.54 and thirty-three (33) additional days to the contract of Harrell Contracting Group, L.L.C. Approval is requested from the Bureau of Building, Grounds, and Real Property.

**Staff Approval Date:** August 31, 2012

**Change Order Justification:** **Change Order #2** is necessary to add sprinkler system engineering & certification, add metal studs & drywall at existing beam for plumbing riser, add concrete service pad under the electrical transformer, add modifications to the steel beams to accommodate the sprinkler pipe & conduit, add new foundation & modifications to the existing foundations, add cutting of existing precast panel to fit the new tube & attachment, add onsite modifications to the steel beams & columns to fit the existing beam, revise VE light fixtures back to specified fixtures, add a lockable electrical box to be mounted on the exterior of the boiler room, add concrete fill at the existing block walls and a deduct from the allowance line item for the Direct Digital Controls System.

**Total Project Change Orders and Amount:** Two (2) change orders for a total amount of \$1,045,247.54.

**Project Initiation Date:** February 22, 2008

**Design Professional:** Duvall Decker Architects, P.A.

**General Contractor:** Harrell Contracting Group, L.L.C.

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**Contract Award Date:** November 5, 2010

**Project Budget:** \$11,500,000.00

**Funding Source(s):** AYERS (\$9,000,000.00); HB1722, L'09 (\$2,500,000.00)

**10. MVSU– GS 106-224 – Energy Management Upgrades**

**Staff Approval:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #1** to award fifty-one (51) additional days to the contract of Terry Services, Inc.

**Staff Approval Date:** August 23, 2012

**Change Order Justification:** **Change Order #1** is necessary due to issues with the MVSU network connectivity. Not allowing finalization of programming of the campus wide energy management system.

**Total Project Change Orders and Amount:** One (1) change order with no change in the contract budget.

**Project Initiation Date:** February 16, 2012

**Design Professional:** Pryor & Morrow Architects and Engineers, P.A.

**General Contractor:** Terry Services, Inc.

**Contract Award Date:** February 16, 2012

**Project Budget:** \$1,285,585.72

**Funding Source(s):** HB 1701, L'10 BOB Energy Discretionary (\$1,057,725.72); HB 1641, L'08 (\$227,860.00)

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**11. UM– IHL 207-341 – Thad Cochran Natural Product Center Phase II**

**Staff Approval:** In accordance with Board Policy §904 (A) Board Approval, Board staff **approved the award of contract** to Carothers Construction, Inc., the lower of eight (8) bidders, for a total contract amount of \$31,399,000.00.

**Staff Approval Date:** August 22, 2012

**Project Initiation Date:** May 20, 2010

**Design Professional:** Cooke Douglass Farr Lemons, Architects & Engineers, P.A.

**General Contractor:** Carothers Construction, Inc.

**Contract Award Date:** August 22, 2012

**Project Budget:** \$36,801,620.00

**Funding Source(s):** Internal R&R (\$5,000,000.00); C76HF10917 (\$17,886,175.00)  
NIH/NCRR (ARRA) (\$13,915,445.00)

**12. UM– IHL 207-350 – Falkner Hall Renovation**

**Staff Approval :** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #5** in the amount of \$1,610.16 and zero (0) additional days to the contract of Zellner Construction Services, LLC.

**Staff Approval Date:** August 22, 2012

**Change Order Justification:** **Change Order #5** is necessary to add base blocking material for rubber base installation due to on-site latent conditions.

**Total Project Change Orders and Amount:** Five (5) change orders for a total amount of \$40,083.53

**Project Initiation Date:** May 19, 2011

**Design Professional:** Dale Partners Architects, P.A.

**General Contractor:** Zellner Construction Services, LLC

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**Contract Award Date:** July 20, 2011

**Project Budget:** \$1,990,550.51

**Funding Source(s):** Internal R&R (\$1,990,550.51)

**13. UM– IHL 207-351 – Former Walmart Building Renovation**

**Staff Approval:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #2** in the amount of \$308,350.00 and ninety (90) additional days to the contract of Murphy & Sons, Inc.

**Staff Approval Date:** August 22, 2012

**Change Order Justification:** **Change Order #2** is necessary to change the window design in observation room G09, utilities to be installed to provide power to the signage being mounted in the lobby, to provide light fixtures over the reception area in math lab A02, to install/construct a new finished wall to conceal the electrical conduits & utilities along the existing south, exterior wall in Suite H, to omit storage space & accommodate additional offices for staff, to modify the existing vestibule space to better serve disabled patrons & visitors to the building, to modify the existing sidewalk space to provide additional safety between the main entrance of the building & the vehicular roadway, and additional days to the contract.

**Total Project Change Orders and Amount:** Two (2) change orders for a total amount of \$475,060.00.

**Project Initiation Date:** June 16, 2011

**Design Professional:** Facilities Planning Department

**General Contractor:** Murphy & Sons, Inc.

**Contract Award Date:** March 29, 2012

**Project Budget:** \$3,200,000.00

**Funding Source(s):** Internal R&R (\$3,200,000.00)

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**14. UMMC – GS 109-195 – AED (Adult Emergency Department) Renovations**

**Staff Approval:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #4** in the amount of \$55,256.00 and eighteen (18) additional days to the contract of Flagstar Construction Company, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property.

**Staff Approval Date:** July 20, 2012

**Change Order Justification:** **Change Order #4** is necessary to provide corridor relocation to avoid shutting down this corridor during construction, to install temporary heating water lines to the VAV boxes to maintain existing VAV operation for corridors outside the Phase I area of the work, to provide additional data & power outlets and changes to the existing outlets to accommodate the newly installed EPIC Record Keeping System, and additional contract days.

**Total Project Change Orders and Amount:** Four (4) change orders for a total amount of \$668,323.94

**Project Initiation Date:** November 14, 2007

**Design Professional:** Dale/Morris Architects, P.L.L.C.

**General Contractor:** Flagstar Construction Company, Inc.

**Contract Award Date:** July 6, 2011

**Project Budget:** \$11,755,000.00

**Funding Source(s):** HB 246, L'07 (\$5,130,000.00); HB 1641, L'08 (\$2,000,000.00); HB 1722, L'09 (\$2,500,000.00); HB 1701, L'10 (\$2,125,000.00)

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**15. UMMC – GS 109-208 – Fire Alarm Upgrades**

**Staff Approval #1:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Contract Documents** as submitted by The Power Source, P.L.L.C., design professional. Approval is requested from the Bureau of Building, Grounds, and Real Property.

**Staff Approval #2:** In accordance with Board Policy §904 (A) Board Approval, Board staff **approved request to advertise for receipt of bids.** Approval is requested from the Bureau of Building, Grounds, and Real Property.

**Staff Approval Date:** August 10, 2012

**Project Initiation Date:** June 16, 2011

**Design Professional:** The Power Source, P.L.L.C.

**General Contractor:** TBA

**Contract Award Date:** TBA

**Project Budget:** \$1,050,000.00

**Funding Source(s):** HB 1701, L'10 (\$1,050,000.00)

**16. UMMC– IHL 209-526 – Cafeteria/Kitchen Renovations**

**Staff Approval :** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #9** in the amount of \$5,192.00 and zero (0) additional days to the contract of Fountain Construction Company, Inc.

**Staff Approval Date:** August 10, 2012

**Change Order Justification:** **Change Order #9** is necessary to install heat trace to the exposed piping at the roof area and to install sprinkler heads in two closets.

**Total Project Change Orders and Amount:** Nine (9) change orders for a total amount of \$119,699.00

**Project Initiation Date:** August 20, 2009

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**Design Professional:** The McCarty Company Design Group, P.A.

**General Contractor:** Fountain Construction Company, Inc.

**Contract Award Date:** January 17, 2012

**Project Budget:** \$7,750,000.00

**Funding Source(s):** Hospital Patient Revenue (\$7,750,000.00)

**17. UMMC– IHL 209-532 – Cardiovascular Renovations**

**Staff Approval:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #2** in the amount of \$40,359.00 and zero (0) additional days to the contract of Fountain Construction Company.

**Staff Approval Date:** August 23, 2012

**Change Order Justification:** **Change Order #2** is necessary to add fittings, reducers & valves to connect the existing 12” water line to the new 10” line, to reroof an existing area, adjustment to the foundation, and replacement of the existing expansion joint material.

**Total Project Change Orders and Amount:** Two (2) change orders for a total amount of \$63,528.00.

**Project Initiation Date:** February 18, 2010

**Design Professional:** Cooke Douglass Farr Lemons Architects & Engineers, P.A.

**General Contractor:** Fountain Construction Company

**Contract Award Date:** January 19, 2012

**Project Budget:** \$20,182,526.00

**Funding Source(s):** EBC Bonds (\$20,182,526.00)

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**18. UMMC – IHL 209-534B – Contract 2–Parking, Roadways, and Infrastructure Renovations**

**Staff Approval #1:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #1** in the **credit amount** of \$185,990.00 and zero (0) additional days to the contract of Hemphill Construction Company.

**Staff Approval #2:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #2** in the amount of \$85,601.00 and zero (0) additional days to the contract of Hemphill Construction Company.

**Staff Approval Date:** (#1) August 10, 2012; (#2) August 22, 2012

**Change Order Justification:** **Change Order #1** is necessary to provide adjustments to the type of concrete sidewalk reinforcement and the type of exterior lighting from HID to LED to provide sufficient light levels and energy savings. **Change Order #2** is necessary for adjustments to miscellaneous/various pay item to account for impact(s) of latent soil conditions.

**Total Project Change Orders and Amount:** Two (2) change orders for a total credit amount of \$100,389.00.

**Project Initiation Date:** April 15, 2010

**Design Professional:** Cooke Douglass Farr Lemons Architects & Engineers, P.A.

**General Contractor:** Hemphill Construction Company

**Contract Award Date:** April 30, 2012

**Project Budget:** \$11,150,000.00

**Funding Source(s):** Interest Income (\$625,000.00); EBC Bonds 2010 (\$5,500,000.00), 2011 (\$3,000.00); Pending MDA (\$2,025,000.00)

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**19. UMMC– IHL 209-538 – 4<sup>th</sup> (and 2<sup>nd</sup>) Floor Renovations – 764 Lakeland Building**

**Staff Approval:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #1** in the **credit amount** of \$48,244.00 and zero (0) additional days to the contract of Harris Constructors, Inc.

**Staff Approval Date:** August 10, 2012

**Change Order Justification:** **Change Order #1** is necessary to increase the hardware allowance for the 2<sup>nd</sup> & 4<sup>th</sup> floors and to deduct the total allowance for the door access control for 2<sup>nd</sup> & 4<sup>th</sup> floors.

**Total Project Change Orders and Amount:** One (1) change order for a total credit amount of \$48,244.00.

**Project Initiation Date:** October 21, 2010

**Design Professional:** Dale Partners Architects, P.A.

**General Contractor:** Harris Constructors, Inc.

**Contract Award Date:** October 8, 2012

**Project Budget:** \$5,915,536.00

**Funding Source(s):** Restricted Funds (\$5,915,536.00)

**20. USM – GS 108-235 – College Hall Renovation**

**Staff Approval:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #1** in the **credit amount** of \$35,306.00 and zero (0) additional days to the contract of W. G. Yates & Sons Construction Company. Approval is requested from the Bureau of Building, Grounds, and Real Property.

**Staff Approval Date:** July 26, 2012

**Change Order Justification:** **Change Order #1** is necessary to revise the steel framing at the stair due to concealed conditions, revise the structural framing at the elevator, delete building aluminum letters & reuse the existing building sign, add a window insert at interior office signs, revise the basement plan, deduct for foundation walls due to

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concealed conditions and finding the existing wall foundations at the porch to be structurally stable after demolition of the porch slab, and to seal the existing floor drains to prevent flooding in the basement.

**Total Project Change Orders and Amount:** One (1) change order for a total credit amount of \$35,306.00.

**Project Initiation Date:** October 21, 2004

**Design Professional:** Dale and Associates Architects, P.A.

**General Contractor:** W. G. Yates & Sons Construction Company

**Contract Award Date:** September 13, 2011

**Project Budget:** \$6,252,302.68

**Funding Source(s):** SB 3197, L'02 (\$23,745.00) GO Bonds; SB 2988, L'03 (\$14,805.88) GO Bonds; SB 2010, L'04 (\$25,322.21) GO Bonds; HB 1634, L'06 (\$9,143.34); HB 246, L'07 (\$2,957,745.50) GO Bonds; HB 1641, L'08 (\$2,728,381.41) GO Bonds; HB 1722, L'09 (\$493,159.34) GO Bonds

**USM – GS 108-260 – Residence Halls Sprinkler Systems – Phase II**

**Staff Approval #1:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #1** in the **credit amount** of \$74,900.00 and ten (10) additional days to the contract of Hanco Corporation. Approval is requested from the Bureau of Building, Grounds, and Real Property.

**Staff Approval Date:** August 21, 2012

**Change Order Justification:** **Change Order #1** is necessary to deduct for deletion of installation of smoke detectors in the air handlers in Mississippi Hall and Hattiesburg Hall.

**Total Project Change Orders and Amount:** One (1) change order for a total credit amount of \$74,900.00

**Project Initiation Date:** June 18, 2009

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**Design Professional:** Atherton Consulting Engineers, Inc.

**General Contractor:** Hanco Corporation

**Contract Award Date:** May 15, 2012

**Project Budget:** \$2,000,000.00

**Funding Source(s):** HB 1722, L'09 (\$2,000,000.00)

**21. USM– Gulf Park - IHL 214-014 – Hardy Hall Storm Damage Repair**

**Staff Approval :** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #6** in the amount of \$44,037.76 and zero (0) additional days to the contract of C. Perry Builders, Inc.

**Staff Approval Date:** August 22, 2012

**Change Order Justification:** **Change Order #6** is necessary to provide operable windows in lieu of storefront on the south elevation of the 2<sup>nd</sup> & 3<sup>rd</sup> floors at the balconies, and add four fixed windows on the east & west sides of the balconies, to provide structural steel & increase window opening in the existing structure for 2 windows on the west elevation, do delete walls in the bookstore, to delete the urinal in the men's room 207 & cap the plumbing for future use, and to change the fire extinguisher to a wet chemical fire extinguisher.

**Total Project Change Orders and Amount:** Six (6) change orders for a total amount of \$147,651.48.

**Project Initiation Date:** August 21, 2008

**Design Professional:** Dale and Associates Architects, P.A.

**General Contractor:** C. Perry Builders, Inc.

**Contract Award Date:** August 22, 2011

**Project Budget:** \$10,095,459.54

**Funding Source(s):** Insurance & FEMA reimbursables (\$10,095,459.54)

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**22. USM– Gulf Park - IHL 214-015 – Lloyd Hall Storm Damage Repair**

**Staff Approval :** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #2** in the amount of \$54,348.00 and thirty-seven (37) additional days to the contract of Starks Contracting Company.

**Staff Approval Date:** July 17, 2012

**Change Order Justification:** **Change Order #2** is necessary to provide new window frames (17ea), provide a new window with frame & glazing at window W19 and N8, to remove & replace the glazing in approximately 976 pieces of glass , to remove underground obstructions including concrete pedestals, removing the below-grade elevator pit walls and removing a portion of the existing concrete elevator pit slab, to modify the floor slab sizes and structural steel framing including omitting approximately 29sf of the 1<sup>st</sup> floor slab area & providing approximately 436sf of additional metal decking, steel framing & concrete slabs at the 2<sup>nd</sup> & 3<sup>rd</sup> floors, to modify the site fire main piping, fire main tie-in location & fire sprinkler pipe size in order to feed the building's fire sprinkler system from an existing fire main located west of Elizabeth hall in lieu of the existing fire main located to the east of Lloyd Hall, and to deduct for 500 CY of fill.

**Total Project Change Orders and Amount:** Two (2) change orders for a total amount of \$277,348.00.

**Project Initiation Date:** August 21, 2008

**Design Professional:** Allred Architectural Group

**General Contractor:** Starks Contracting Company

**Contract Award Date:** September 2, 2011

**Project Budget:** \$2,465,505.53

**Funding Source(s):** Insurance & FEMA reimbursements (\$2,465,505.53)

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**23. ERC – GS 111-049 – Road Improvements**

**Staff Approval:** In accordance with Board Policy §904 (A) Board Approval, Board staff **approved the award of contract** to Southern Rock, L.L.C., the lower of two (2) bidders, for a total contract amount of \$2,041,575.00. Approval is requested from the Bureau of Building, Grounds, and Real Property.

**Staff Approval Date:** August 23, 2012

**Project Initiation Date:** October 20, 2011

**Design Professional:** W. L. Burle Engineers, P.A.

**General Contractor:** Southern Rock, L.L.C.

**Contract Award Date:** August 23, 2012

**Project Budget:** \$2,551,057.57

**Funding Source(s):** BOB Discretionary Funds (HB 1701, L'10) (\$1,200,000.00); IHL Discretionary Funds (SB 3100, L'11) (\$750,000.00); HB 1701, L'10 (\$250,000.00); JSU (SB 3100, L'11) (\$250,000.00); HB 1701, L'10 BOB Energy Fund (\$80,000); HB 246, L'07 (\$21,057.07)

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**SYSTEM - REPORT OF PAYMENTS TO OUTSIDE COUNSEL**

**Legal fees approved for payment to outside counsel in relation to litigation and other matters:**

Payment of legal fees for professional services rendered by David Ware & Associates (statement dated 9/3/12) from the funds of Mississippi State University. (This statement, in the amount of \$3,000.00, represents services and expenses in connection with labor certifications.)

**TOTAL DUE.....\$ 3,000.00**

Payment of legal fees for professional services rendered by Butler, Snow, O'Mara, Stevens & Cannada (statement dated 6/29/12) from the funds of the University of Mississippi. (This statement, in the amount of \$780.00, represents services and expenses in connection with legal fees related to the purchase of Campus Walk Apartments from American Campus Communities.)

**TOTAL DUE.....\$ 780.00**

Payment of legal fees for professional services rendered by Baker Donelson (statement dated 8/9/12) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$42.00, represents services and expenses in connection with litigation advice.)

**TOTAL DUE.....\$ 42.00**

Payment of legal fees for professional services rendered by Butler, Snow, O'Mara, Stevens & Cannada (statements dated 7/7/12 and 8/6/12) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$266.50 and \$60.00, respectively, represent services and expenses in connection with litigation advice and corporate transactions advice, respectively.)

**TOTAL DUE.....\$ 326.50**

Payment of legal fees for professional services rendered by Kitchens, Hardwick & Ray (statements dated 7/6/12, 7/6/12, 7/6/12, 7/6/12, 7/6/12, 7/6/12, 7/6/12, 7/6/12, 8/7/12, 8/7/12, 8/7/12, 8/7/12, 8/7/12, 8/7/12, 9/6/12, 9/6/12, 9/6/12, 9/6/12 and 9/10/12) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$14,833.50, \$3,960.00, \$3,135.00, \$1,336.50, \$1,683.00, \$8,192.00, \$1,353.00, \$1,765.50, \$8,022.69, \$1,402.50, \$429.00, \$528.00, \$4,603.50, \$5,709.00, \$25,080.00, \$1,980.00, \$13,913.80, \$676.50, \$3,019.50 and \$1,600.50, respectively, represent services and expenses in connection with litigation advice.)

**TOTAL DUE.....\$ 103,223.49**

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Payment of legal fees for professional services rendered by Watkins & Eager (statement dated 6/11/12) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$7,335.03, represents services and expenses in connection with real estate advice.)

**TOTAL DUE.....\$ 7,335.03**

Payment of legal fees for professional services rendered by Wilkins & Tipton (statement dated 7/20/12) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$264.00, represents services and expenses in connection with litigation advice.)

**TOTAL DUE.....\$ 264.00**

Payment of legal fees for professional services rendered by Adams & Reese (statements dated 5/15/12 and 6/11/12) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$6,063.00 and \$1,582.80, respectively, represent services and expenses in connection with personnel issues.)

**TOTAL DUE.....\$ 7,645.80**

Payment of legal fees for professional services rendered by Bryan Nelson (statements dated 11/10/11, 5/4/12 and 6/21/12) from the funds of the University of Southern Mississippi. (These statements represent services and expenses in connection with the case styled *Krell* - \$371.10; *Krell* - \$363.00 and *Krell* - \$161.50, respectively.)

**TOTAL DUE.....\$ 895.60**

**Legal fees approved for payment to outside counsel in relation to patent and other matters:**

Payment of legal fees for professional services rendered by Butler, Snow, O'Mara, Stevens & Cannada (statements dated 7/18/12, 7/18/12, 7/18/12, 7/18/12, 7/18/12, 7/18/12, 7/18/12, 8/16/12, 8/16/12, 8/16/12 and 8/16/12) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: "Esterification and Bio-oil Upgrading" - \$425.00; "Live Attenuated Catfish Vaccine" - \$642.50; "Method of Preparation of Live Attenuated Bacterial Vaccines" - \$16.29; "Bio-oil Pretreatment with Catalysts" - \$145.00; "Srinivasan-Elusieve Processing CIP Application" - \$600.00; "Steele-Cellulosic Biodiesel Provisional Application" - \$125.00; "Catalytic Method to Produce Hydrocarbons Provisional Application" - \$455.00; "Esterification and Bio-oil Upgrading" - \$470.00; "Upgrading of Bio-oil using Synthesis Gas" - \$25.50; "Positive Directed Movement of Termites by Radio Waves as a Basis for Control Procedures" - \$1,510.00 and "Glycine Max Resistance" - \$42.50, respectively.)



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Payment of legal fees for professional services rendered by Armstrong Teasdale (statements dated 4/24/12, 5/29/12 and 6/21/12) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “A New Model-based Method for Enhanced Detection of Acoustic Transients in the Presence of Correlated Wind Noise” - \$3,332.50; “A New Model-based Method for Enhanced Detection of Acoustic Transients in the Presence of Correlated Wind Noise” - \$1,560.00 and “A New Model-based Method for Enhanced Detection of Acoustic Transients in the Presence of Correlated Wind Noise” - \$247.50, respectively.)

**TOTAL DUE.....\$ 5,140.00**

Payment of legal fees for professional services rendered by Butler, Snow, O’Mara, Stevens & Cannada (statements dated 5/8/12, 5/8/12, 5/8/12, 6/19/12 and 7/18/12) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Device for Demonstrating Components of a Vector” - \$42.50; “Complexes and Compounds for Light Emitting Applications” - \$4,037.90; “High Speed Data Compression based on Set-Associative Cache Mapping Techniques” - \$215.00; “Complexes and Compounds for Light Emitting Applications” - \$220.00 and “Secure Wireless Communication Transceiver” - \$212.50, respectively.)

**TOTAL DUE.....\$ 4,727.90**

Payment of legal fees for professional services rendered by Hershkovitz & Associates (statements dated 3/29/12, 4/17/12, 4/17/12, 4/17/12, 4/26/12, 6/20/12, 6/26/12, 7/2/12, 7/23/12, 7/23/12 and 7/23/12) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “A Novel Selective Inhibitor of Prolylcarboxypeptidase” - \$127.50; “Immuno-stimulator Composition Comprising Lipoprotein in Microalgae Extract” - \$125.00; “Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - \$4,423.95; “Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - \$623.95; “Compositions for Manzamines for Treatment of Drug Resistant Infection” - \$1,675.00; “Stable Suppository Formulations Effecting Bioavailability of 9-THC” - \$821.00; “Highly Selective Sigma Receptor Ligands” - \$500.00; “Highly Selective Sigma Receptor Ligands” - \$500.00 and “Method for Preparing Delta-9-Tetrahydrocannabinol” - \$1,186.17, respectively.)

**TOTAL DUE.....\$ 10,332.57**

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 4/25/12, 4/25/12, 4/25/12, 4/25/12, 4/25/12, 4/25/12, 6/25/12, 6/25/12, 6/25/12, 6/25/12, 6/25/12, 6/25/12, 6/25/12 and 6/25/12) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Highly Purified Amphotericin-B” \$1,091.69; “Highly Purified Amphotericin-B” - \$713.00; “Multi-modal Plate Acoustic Wave Devices” - \$67.50; “High Speed Data Compression based on Set-Associative Cache Mapping Techniques” - \$490.00; “Methods for Detecting

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Humans” - \$404.00; “Gas Separating Membranes” - \$558.00; “Particle Feeder” - \$130.00; “Highly Purified Amphotericin-B” - \$140.55; “Multi-modal Plate Acoustic Wave Devices” - \$925.00; “Delivery of Medicaments to the Nail” - \$164.50; “Stabilized Formulation of Triamcinolone Acetonide” - \$576.50; “Stabilized Formulation of Triamcinolone Acetonide” - \$350.00; “Methods for Detecting Humans” - \$666.00; “Gas Separating Membranes” - \$8,353.50 and “Gas Separating Membranes” - \$1,281.56, respectively.)

**TOTAL DUE.....\$ 15,911.80**

Payment of legal fees for professional services rendered by Butler, Snow, O’Mara, Stevens & Cannada (statement dated 8/24/12) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$2,540.50, represents services and expenses in connection with intellectual property advice.)

**TOTAL DUE.....\$ 2,540.50**

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 6/25/12, 6/25/12, 6/25/12, 6/25/12, 6/25/12, 6/25/12, 6/25/12, 6/25/12, 6/25/12, 6/25/12, 6/25/12, 7/26/12, 7/26/12, 7/26/12, 7/26/12, 7/26/12, 8/20/12, 8/20/12 and 8/20/12) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$2,934.62, \$175.09, \$2,897.50, \$457.50, \$200.90, \$122.00, \$75.00, \$559.40, \$430.40, \$1,136.50, \$430.40, \$961.00, \$28.50, \$1,256.10, \$975.44, \$931.12, \$213.40, \$142.50 and \$932.26, respectively, represent services and expenses in connection with intellectual property advice.)

**TOTAL DUE.....\$ 14,859.63**

Payment of legal fees for professional services rendered by Butler, Snow, O’Mara, Stevens & Cannada (statements dated 6/30/12 and 7/18/12) from the funds of the University of Southern Mississippi. (These statements represent services and expenses in connection with the following patents: “Trademark Application for the Centennial Anniversary” - \$237.50 and “Trademark Application for the Centennial Anniversary” - \$1,170.00, respectively.)

**TOTAL DUE.....\$ 1,407.50**

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**SYSTEM - LOBBYISTS TO CONTRACT WITH UNIVERSITY AFFILIATED ENTITIES**

1. The Alcorn State University Foundation, Inc. plans to contract with Capitol Resources, LLC to perform lobbying services outside the State of Mississippi.
2. The University of Mississippi Foundation, Inc. plans to contract with Butler, Snow, O'Mara, Stevens & Cannada, PLLC to perform lobbying services within the State of Mississippi.

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**1. SYSTEM – COMMISSIONER’S NOTIFICATION OF APPROVAL**

The following items have been approved by the Commissioner on behalf of the Board and are available for inspection in the Board Office.

- a. **DSU** – In accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On August 13, 2012, the Commissioner approved the budget revisions to the On Campus budgets for Fiscal Year 2012. The financial staff has reviewed these revisions. The budget revisions contain no increases in the total budgets but rather reallocations among individual expense categories.
- b. **MSU** - In compliance with Board Policy 707.01 Land, Property and Service Contracts, the Commissioner has the authority “to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On August 13, 2012, the Commissioner approved the request to renew a lease agreement with the United States of America (USA) acting by and through the Agricultural Research Service. This agreement is for the lease of approximately 30.7 acres of land on the McNeill sub-unit of MSU’s South Mississippi Branch Experiment Station, Coastal Research and Extension Center in Pearl River County, MS. The acreage will be used by the USA for the cultivation and research of small fruits, vegetables and ornamental vegetation. The lease term will run for a twelve month period, October 1, 2012 through September 30, 2013 and may be extended for an additional twelve month period upon thirty days of notice to the Lessor and subsequent approval of the Commissioner. The USA will pay MSU a nominal rent fee of \$1 yearly and will maintain the cultivated acreage. The Executive Office legal staff have reviewed and approved the contract documents.
- c. **MSU** - In compliance with Board Policy 707.01 Land, Property and Service Contracts, the Commissioner has the authority “to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On August 13, 2012, the Commissioner approved the request to renew a lease agreement with the United States of America (USA) acting by and through the Agricultural Research Service. This agreement is for the lease of approximately 12.37 acres of land on MSU’s South Mississippi Branch Experiment Station, Coastal Research and Extension Center in Pearl River County, MS. The acreage will be used by the USA for cultivation and agricultural research purposes. The lease term will run for a twelve month period, October 1, 2012 through September 30, 2013 and may

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be extended for an additional twelve month period upon ninety days of notice to the Lessor and subsequent approval by the Commissioner. In lieu of an annual rent payment, government personnel will maintain the leased acreage. The Executive Office legal staff have reviewed and approved the contract documents.

- d. **MSU** - In compliance with Board Policy 707.01 Land, Property and Service Contracts, the Commissioner has the authority “to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On September 4, 2012, the Commissioner approved the request to renew a lease agreement with the United States of America acting by and through the USDA Agricultural Research Service. This agreement is for the lease of 4,164 square feet of greenhouse space at the MSU Delta Branch Experiment Station in Stoneville, MS. The space will be used by the USA for soybean breeding research in support of its Agricultural Research Service mission. The lease term will run for a twelve month period and may be extended for an additional twelve month period upon mutual agreement of the parties and subsequent approval of the Commissioner. In lieu of a payment of rent, government personnel will provide all necessary renovations, repairs and upkeep of the greenhouse space. Executive Office legal staff have reviewed and approved the contract documents.
- e. **MSU** - In compliance with Board Policy 707.01 Land, Property and Service Contracts, the Commissioner has the authority “to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On September 26, 2012, the Commissioner approved the request to renew a lease agreement with the United States of American acting by and through the USDA Agricultural Research Service. This agreement is for the lease of 1.61 acres of land at the MSU Delta Branch Experiment Station in Stoneville, MS. The property also serves as the site for the USDA Mechanization Unit building. The building is used as a storage space for USDA owned mechanical equipment. The lease term will run for a twelve month period, from October 1, 2012 through September 30, 2013, and may be extended for an additional twelve month period upon mutual agreement of the parties and subsequent approval of the Commissioner. In lieu of payment of rent, government personnel will provide all necessary upkeep of the premises. Executive Office legal staff have reviewed and approved the contract documents.
- f. **USM** - In compliance with Board Policy 707.01 Land, Property and Service Contracts, the Commissioner has the authority “to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On August 7, 2012, the Commissioner approved the request to enter into a revenue generating lease

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agreement with Reactive Surfaces, Ltd., LLP (Reactive). This agreement is for the lease of approximately 1,456 square feet of office and laboratory space in USM's Accelerator Building. The proposed lease space includes 456 square feet of laboratory/office space and 900 square feet of warehouse type space. The lease term will run for an initial twelve month period and may be extended for an additional twelve month period upon notice by the Lessee prior to the end of the then current lease term and subsequent approval by the Commissioner. In return for the lease of the designated space, USM will receive an annual rent payment of \$29,400. The university, as Lessor, will provide utilities, janitorial services and routine maintenance services for the premises. Executive Office legal staff have reviewed and approved the contract documents.

- g. **USM** – In accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On August 13, 2012, the Commissioner approved the budget revisions to the On Campus, Gulf Coast Campus, and Gulf Coast Research Lab budgets for Fiscal Year 2012. The financial staff has reviewed these revisions. The budget revisions contain no increases in the total budgets but rather reallocations among individual expense categories.
- h. **SYSTEM** - Pursuant to the Board's action delegating authority to the Commissioner to approve the FY 2013 Contract for Legal Services between IHL and the Attorney General's Office, the Commissioner has approved such contract in the amount of \$402,302.97.