

MISSISSIPPI  
BOARD OF TRUSTEES  
OF STATE  
INSTITUTIONS OF HIGHER LEARNING



FINAL BOARD BOOK  
January 16, 2014



# **FINAL BOARD BOOK OUTLINE**

## **IHL Board Meeting**

January 16, 2014 9:00 a.m.  
IHL Boardroom Universities Center  
3825 Ridgewood Road  
Jackson, MS 39211

## **Health Affairs Committee Meeting**

Immediately Following the Board Meeting  
IHL Boardroom

## **CALL TO ORDER**

## **PRAYER**

Trustee Ed Blakeslee

## **INTRODUCTION OF GUESTS**

## **MINUTES**

December 19, 2013 Regular Board Meeting

## **PRESENTATIONS**

Diversity Report from:  
University of Mississippi Medical Center – Dr. James Keeton, Vice Chancellor

**CONSENT AGENDAS**

Trustee Bob Owens

**FINANCE**

- 1. MSU – Requests for Approval of Contractual Services Amendment and Agreements
  - a. Wiley Subscription Services, Inc.....1
  - b. Mississippi State University Research and Technology Corporation.....2
- 2. UMMC – Requests for Approval of Contractual Services Agreements
  - a. Beckman Coulter, Inc....4
  - b. Central Parking System of Mississippi, LLC .....5
  - c. Magnolia Exterminating, LLC.....7
  - d. Morris & Dickson Corp., LLC.....8

**REAL ESTATE**

Approval of Initiations of Projects/Appointments of Professionals

*IHL Projects*

- 1. UM –IHL 207-376 – STEM Building .....3
- 2. UMMC – IHL 209-549 – Hospital Main Lab Serology & Virology Renovations, Design Professional – Foil Wyatt Architects & Planners, LLC.....4
- 3. UMMC – IHL 209-550 – Wiser Women’s Urgent Care Renovations, Design Professional – The McCarty Company Design Group, P.A.....5

Approval of Budget Increases and/or Changes of Scope/Funding Source(s)

*Bureau of Building Projects*

- 4. MSU - GS 105-345 – Classroom Building with Parking .....6

Approval of Other Real Estate Requests

- 5. MSU – Modification of the Approval of Sale of Property to Cooley Center Hotel, LLC and Russell Street Development, LLC as Part of the Mill Development .....8
- 6. UMMC – IHL 209-548 – School of Medicine Utilities – Sole Source .....11
- 7. USM – Approval of Purchase of Property - 3403 Morningside Drive, Hattiesburg, Mississippi. ....12
- 8. USM – Approval of Sale of Property - 18 Residential Properties as Part of the Neighborhood Stabilization Program – Jackson, Mississippi.....13

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- 1. UM – Approval to Amend Contract with Ware/Gasparian Law Firm as Outside Counsel .....1
- 2. UMMC – Approval to Contract with the Mark It Place as Outside Counsel .....3

**PERSONNEL**

- 1. Employment (ASU, MVSU).....1
- 2. Tenure (ASU).....1
- 3. Sabbatical (UMMC).....1
- 4. Emeritus Status (UMMC).....1

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- 1. MUW – Approval to Award One Honorary Degree.....1
- 2. SYSTEM – Appointment of Dr. William Bynum to the Education Achievement Council.....1

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**FINANCE**

Trustee Alan Perry

- 1. SYSTEM – Request for Approval of Professional School Tuition Multi-Year Rates (First Approval) .....1
- 2. MSU – Requests for Approval of Amendments to Contracts Related to the Cooley Building Development
  - a. Cooley Center Building Lot 1 .....2
  - b. Cooley Center Master Tenant, LLC.....4
  - c. Cooley Center Hotel, LLC .....5
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- 3. UM – Permission to Enter into Contractual Services Agreement with SODEXO Operations, LLC .....8
- 4. UMMC – Request for Approval to Enter into Agreement with Medtronic USA, Inc. ....10

**LEGAL**

Trustee Doug Rouse

- 1. UMMC – Approval of Affiliation Agreement Between UMMC and Friends of Children’s Hospital, Inc.....1
- 2. UMMC – Approval to Settle Tort Claim.....14

**ADMINISTRATION/POLICY**

Commissioner Hank Bounds

- 1. SYSTEM – Election of Vice President of the Board of Trustees for the Term Beginning February 1, 2014 and Ending December 31, 2014 .....1
- 2. SYSTEM – Request for Approval to Waive the Requirement for First Reading of Proposed Amendments to Board Policy 906 Educational Building Corporations and to Grant Final Approval of Same.....2

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Commissioner Hank Bounds

**REAL ESTATE**

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- Alcorn State University.....2
- Delta State University.....2
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**ADMINISTRATION/POLICY**

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2. SYSTEM – Commissioner’s Notification of Approval.....1

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**EXECUTIVE SESSION IF DETERMINED NECESSARY**

**ADJOURNMENT**

MISSISSIPPI  
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MINUTES FOR:

December 19, 2013 Regular Board Meeting

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
December 19, 2013**

**BE IT REMEMBERED**, That the Mississippi Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in a regular session at the Board Office in Jackson, Mississippi, at 8:30 a.m., and pursuant to notice in writing mailed by certified letter with return receipt requested on November 27, 2012, to each and every member of said Board, said date being at least five days prior to this December 19, 2013 meeting. At the above-named place there were present the following members to wit: Mr. H. Ed Blakeslee (by phone), Mrs. Karen L. Cummins (by phone), Dr. Ford Dye, Mr. Shane Hooper (by phone), Mr. Bob Owens (by phone), Mr. Hal Parker (by phone), Mr. Aubrey B. Patterson (by phone), Mr. Alan Perry, Ms. Christine Pickering (by phone), Ms. Robin J. Robinson (by phone), Dr. Douglas Rouse (by phone), and Mr. C.D. Smith (by phone). The meeting was called to order by Mr. Aubrey Patterson, Vice President.

**In accordance with Miss. Code Ann., §25-41-1, as amended, all votes taken during this teleconference meeting were recorded by name in a roll-call. The teleconference meeting was held to routine university business matters and to discuss state university personnel issues.**

**APPROVAL OF THE MINUTES**

On motion by Trustee Robinson, seconded by Trustee Perry, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meeting held on November 21, 2013; December 11, 2013; and December 16, 2013.

**CONSENT AGENDA**

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

**LEGAL**

1. **MVSU** – Approved the request to appoint Dr. William Bynum as legislative liaison in order to comply with Board Policy 201.0506 Political Activity.
2. **MVSU** - Approved the request to appoint LaShon Brooks as legislative liaison in order to comply with Board Policy 201.0506 Political Activity.



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**FINANCE**

**3. PERSONNEL REPORT**

**EMPLOYMENT**

**Mississippi Valley State University**

Jacqueline Gibson, Vice President for Student Affairs; salary of \$110,000, per annum, pro rata; E&G funds; effective November 7, 2013

**CONTRACT WITH RETIREE**

**IHL Executive Office**

Contract with retiree, Dr. John M. Hilpert, to provide consulting services to IHL related to higher education issues at the hourly rate of \$125, plus reimbursement of any required and approved travel expenses. The contract is for one (1) year.

**TENURE**

**Mississippi Valley State University**

*(Nine-month contract with an effective date of October 2, 2013)*

Benedict Atakpu, Associate Professor, Department of Health, Physical Education and Recreation

**ADMINISTRATION/POLICY AGENDA**

Presented by Commissioner Hank M. Bounds

On motion by Trustee Perry, seconded by Trustee Rouse, all Trustees legally present and participating voted unanimously to delay action on agenda item #1 as submitted on the Administration/Policy Agenda until the January 2014 Board meeting.

1. **System** - Election of Vice President of the Board of Trustees for the term beginning February 1, 2014 and ending December 31, 2014. **(This item was postponed until the next Board meeting.)**

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**FINANCE AGENDA**

Presented by Trustee Alan Perry, Chair

On motion by Trustee Perry, seconded by Trustee Dye, all Trustees legally present and participating voted unanimously to approve agenda item #1 as submitted on the Finance Agenda. Agenda item #2 was postponed for further review.

1. **USM** – Approved the request to purchase computer hardware from TekLinks, Inc. to acquire data storage and disaster recovery equipment for USM’s Technology and Data Center in Hattiesburg and the disaster recovery site at the Stennis Space Center. The agreement is for the immediate one-time purchase, installation and implementation of computer equipment. The total purchase price is \$999,890.79. The cost for the purchase of equipment is \$899,852.16. The total cost for installation and implementation is \$100,038.63. 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. **System** – Request approval for first reading of the proposed amendments to Board Policy 906 Educational Building Corporations as shown below. **(THIS ITEM WAS HELD FOR FURTHER REVIEW.)**

906 EDUCATIONAL BUILDING CORPORATIONS

Miss. Code Ann., Section 37-101-61, (1972), as amended, grants the state institutions of higher learning the authority to form nonprofit corporations for the purpose of acquiring or constructing facilities for use by the institution. These educational building corporations are granted the authority to issue bonds or other forms of debt obligations (if required for the type of debt to be issued) for the construction and renovation of facilities.

Prior to Board consideration of an institution’s request to issue debt by the educational building corporation, Board staff, in conjunction with institutional staff, must select a financial advisor(s) to represent the interests of the Board, the educational building corporation and the institution to provide the Board with an independent analysis of the institution’s financial condition, to verify that proposed revenue stream(s) are sufficient to repay the debt service and to recommend the project’s viability. If the educational building corporation will issue commercial paper, the financial advisor shall also calculate an opinion of the breakeven interest rate to long term bonds to justify the use of commercial paper. The financial advisor(s) shall meet such qualifications and perform such services as may be prescribed by the institution, the Board or its staff.

Payment to the financial advisor(s) shall be made by the institution, or the institution’s educational building corporation, without regard for whether the Board approves the construction or renovation or whether the institution or educational building corporation constructs the project.

The institution shall submit the report of the financial advisor(s) and the request for a project initiation to the Board for approval. The request must state the institution’s intent, justify the need for the project and give an estimate of the total construction budget. The request must also include naming the design professionals, bond counsel and ~~underwriter~~ the senior underwriter(s) selected by the board of the educational building corporation.

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Any selection of a financial institution to serve as trustee under a trust indenture, as escrow agent under an escrow agreement, or as a lender to an educational building corporation, either directly or through the purchase of obligations of the educational building corporation, shall be made by the educational building corporation in its sole discretion and shall not be subject to approval by the Board.

Following the Board's approval of the project initiation, the institution shall return to the Board at a subsequent meeting and present a resolution for Board approval granting permission for issuing bonds or other forms of debt obligations for the specific project and for approval of the following documents to which the Board will be a party: the lease, the ground lease, the preliminary official statement (if required for the type of debt to be issued), ~~the trust indenture, and~~ the continuing disclosure agreement (if required for the type of debt to be issued) ~~and the bond purchase agreement or dealer agreement, as applicable~~. The resolution also grants permission for the documents to be executed. In no case shall the educational building corporation issue bonds or other forms of debt obligations without specific approval of the debt obligations from the Board for specific projects. Unless the Board approves otherwise, obligations shall be offered and sold through a competitive sale process or, alternatively, on a negotiated basis to an underwriter, in the case of bonds, or a dealer, in the case of commercial paper.

Prior to the approval of the resolution by the Board, the educational building corporation should submit to the Board staff, for informational purposes only, the form of any documents to be entered into by the educational building corporation in connection with the issuance of bonds or other debt, but to which the Board is not a party.

## **EXECUTIVE SESSION**

On motion by Trustee Perry, seconded by Trustee Hooper, all Trustees legally present and participating voted unanimously to close the meeting to determine whether or not is should declare an Executive Session. On motion by Trustee Pickering, seconded by Trustee Robinson, all Trustees legally present and participating voted unanimously **to go into Executive Session** for the reason reported to the public and stated in these minutes, as follows: Discussion of a personnel issue at a public university.

### **During Executive Session, the following matters were discussed and/or voted upon:**

On motion by Trustee Owens, seconded by Trustee Pickering, all Trustees legally present and participating voted unanimously to place Dr. Christopher Brown, President of Alcorn State University, on administrative leave with pay, effective today, and to authorize the Commissioner to select an acting president for Alcorn State University reporting back to the Board at a subsequent meeting.

On motion by Trustee Perry, seconded by Trustee Rouse, all Trustees legally present and participating voted unanimously to direct the Commissioner to send a letter to Dr. Christopher Brown, President of Alcorn State University, expressing the concerns of the Board and offering Dr. Brown an appropriate opportunity to respond in accordance with the due process as recommended by counsel.

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**On motion by Trustee Pickering, seconded by Trustee Smith, 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 Perry, seconded by Trustee Rouse, 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**  
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1. **MSU- REQUESTS FOR APPROVAL OF CONTRACTUAL SERVICES**  
**AMENDMENT AND AGREEMENTS**

- a. **Agenda Item Request:** Mississippi State University (MSU) requests approval to amend its online license agreement with **Wiley Subscription Services, Inc.** for electronic access to educational journal articles.

**Contractor's Legal Name: Wiley Subscription Services, Inc. (Wiley)**

**History of Contract:** MSU entered into an agreement with Wiley on January 1, 2012 and renewed with IHL's approval for January 1, 2013 - December 31, 2013. This amendment adjusts the list of journals included in the subscription and updates the pricing to reflect the pricing for January 1, 2014- December 31, 2014.

**Specific Type of Contract:** This is an amendment to an existing agreement with Wiley.

**Purpose:** The purpose of the amendment is to extend the online subscription agreement which allows MSU faculty, staff and students to electronically access to 156 online journals for educational and research purposes.

**Scope of Work:** Wiley will provide MSU's authorized users with electronic access to the Wiley Online Library which includes a Core Collection of current journals and retrospective content dating generally back to 1997 as well as tables of content, article abstracts, and full article text and illustrations. Authorized users include students, faculty, staff, and researchers at MSU who can access, download, search, view, copy, and print articles.

**Term of Contract:** The term of the amendment is for a twelve (12) month period- January 1, 2014 through December 31, 2014. It will be retroactive to the first of January.

**Termination Options:** The agreement may be terminated by either party for a material breach of the agreement upon sixty (60) days written notice of opportunity to cure by the non-breaching party.

**Contract Amount:** The total cost for the one year period is \$476,282.21. This amount is based on subscription costs for 156 specified journals which range in price from \$0 to \$28,842.54 individually for a one year subscription.

**Funding Source of Contract:** The agreement will be funded by University general funds.

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**Contractor Selection Process:** Wiley is the sole publisher of the online journals.

**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:** Mississippi State University (MSU) requests permission to enter into an agreement with **Mississippi State University Research and Technology Corporation** to lease 7,123 square feet of space in the Thad Cochran Research, Technology, and Economic Development Park to house the university's Institute for Imaging and Analytical Technologies.

**Contractor's Legal Name:** **Mississippi State University Research and Technology Corporation (MSU-RTC)**

**History of Contract:** This is a new agreement.

**Specific type of contract:** Lease Agreement

**Purpose:** The purpose of the agreement is for MSU to lease research space for the university's Institute for Imaging and Analytical Technologies.

**Scope of Work:** MSU-RTC will lease to MSU 7,123 square feet of space in the Thad Cochran Research, Technology, and Economic Development Park. MSU will use this space to house the university's Institute for Imaging and Analytical Technologies. MSU-RTC will maintain insurance both on the building and on the contents owned by MSU-RTC. In addition, MSU-RTC will maintain the building in a state of tenable repair.

MSU will maintain general liability insurance as well as insurance on the contents owned by MSU (if MSU elects to do so). In addition, MSU will be responsible for its share of utilities, telecommunication services, and janitorial services.

**Term of contract:** The term of the agreement is fifteen years starting on the date the space is delivered to MSU for occupancy.

**Termination Options:** Termination options include the following:

- by either party upon default by the other party if such default is not cured within thirty days of written notice;

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- by MSU-RTC upon thirty days written notice for failure by MSU to pay rent;
- by MSU upon thirty days written notice in the event of a reduction in funds;
- by MSU upon thirty days written notice in the event space becomes available in a state-owned building; and
- by MSU if MSU-RTC fails to comply with applicable e-verify provisions.

**Contract Amount:** The cost of the fifteen-year agreement is \$3,040,452.55.

The rate per square foot for each of the first five years of the agreement is \$25.79. This rate will increase by 10% on each five-year anniversary date. Therefore, the rate per square foot for each of the second five years of the agreement will be \$28.37 and the rate per square foot for each of the third five years of the agreement will be \$31.21.

Yearly payments and sub-term payments are shown in the table below.

	Square Feet	Rate per Square Foot	Yearly Payment	Sub-Term Payment
<b>Year 1 to Year 5</b>	7,123	\$25.79	\$183,702.17	\$918,510.85
<b>Year 6 to Year 10</b>	7,123	\$28.37	\$202,079.51	\$1,010,397.55
<b>Year 11 to Year 15</b>	7,123	\$31.21	\$222,308.83	\$1,111,544.15
<b>Total</b>				<b>\$3,040,452.55</b>

**Funding Source for Contract:** Overhead and revenue generated by services.

**Contractor Selection Process:** Not applicable.

The proposed space is in a research building specifically designed for analytical equipment. The building is the only one in the vicinity that satisfies the requirements of the institute's equipment. That is, the building has independent floating floors and acoustical panels that minimize noise and vibrations that affect equipment accuracy. Further, the mechanical infrastructure of the building has been upgraded to accommodate the increased load of research equipment and additional air conditioning has been installed to minimize the increased heat that research equipment generates.

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



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2. **UMMC – REQUESTS FOR APPROVAL OF CONTRACTUAL SERVICES AGREEMENTS**

- a. **Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to modify the total expenditure amount applicable to its lease agreement with **Beckman Coulter, Inc.** for diagnostic testing equipment. In addition, UMMC is requesting retroactive approval of \$174,000 of cost overages incurred during the current contract period which increases the original total contract amount *from* \$900,000 *to* \$1,074,000.

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

**History of Contract:** The Board approved a five (5) year equipment lease agreement in August 2010 for the term, September 1, 2010 through August 31, 2015. The agreement included a purchase agreement for related consumables (test kits and supplies). Total costs were estimated at \$900,000 and based on a minimum monthly purchase of \$15,000 for consumables.

**Specific Type of Contract:** Reagent rental agreement.

**Purpose:** The purpose of this request is to increase the total expenditure amount applicable to the current contract for the lease of diagnostic equipment and the purchase of associated supplies. The equipment and supplies are used in the diagnosis of leukemia, treatment of immunocompromised patients and to support the University Transplant Program, which includes both bone marrow and solid organ transplants. In addition, UMMC is requesting retroactive approval of \$174,000 spent over the approved contract cost of \$900,000.

**Scope of Work:** The terms of the original agreement remain the same and include the following: the use of two Gallios Flow Cytometers; four Samsung 22” SyncMaster monitors; two Oki Data Color Laser Printers; one Pro-service primary kit for Gallios; and, eight Gallios lasers. In exchange, UMMC agrees to a minimum purchase of consumables. Beckman Coulter retains ownership of the equipment after the agreement expires.

**Term of Contract:** The contract term remains at five (5) years, September 1, 2010 through August 31, 2015.

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

- by either party upon sixty (60) days written notice prior to the September 1 contract renewal date,

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- by UMMC upon written notice should Beckman Coulter fail to furnish products or services as agreed upon in the contract documents,
- by Beckman Coulter in the event UMMC breaches the terms of the agreement, and
- reduction of funds.

**Contract Amount:** The modified total estimated cost for the contract period is \$2,586,226. The originally approved total contract cost was \$900,000; however, UMMC has spent \$1,074,000 to date. UMMC is therefore requesting retroactive approval of \$174,000 spent over the originally approved total. The request to spend additional funds is due to an unforeseen increase in patient volume.

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

**Contractor Selection Process:** N/A. This is a modification to an existing agreement.

**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. Board staff recommends approval of this item. (As the Board is being asked to provide approval to modify the total expenditure amount for the agreement, no additional approval by the Attorney General's Office is required).*

- b. **Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to amend its contract with **Central Parking System of Mississippi, LLC** for parking management services.

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

**History of Contract:** The Board approved the original contract with Central Parking at its March 2006 meeting for a five (5) year term for a total maximum contract cost of \$2,000,000. After an extended RFP process, the Board approved a new five (5) year management services agreement with Central Parking at its October 2012 meeting for an estimated total cost of \$2,543,925.51. The 2012 agreement provided for staffing and staff management for Parking Garages A and B, and Parking Lots 17 and 21 on UMMC's main campus.

**Specific Type of Contract:** Contract amendment.

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**Purpose:** The purpose of the amendment is to incorporate the Pavilion Parking Lot into those parking facilities on the UMMC main campus which are covered by the current Management Agreement.

**Scope of Work:** Pursuant to the original scope of work, Central Parking is responsible for the following:

- staffing services at designated UMMC locations according to an agreed upon schedule,
- 24 hour supervision of parking facility staff by an on-site supervisor or manager,
- continuous communication via cell phones between on-site supervisor 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 is 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.

As a result of this amendment, Central Parking will also provide staffing and staff management for the Pavilion Parking Lot on UMMC's main campus.

**Term of Contract:** The term of the amendment becomes effective February 1, 2014 and continues through the original contract end date of October 31, 2017.

**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, and

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- a breach by Central Parking of any representations and warranties to UMMC as specified in the Standard Terms and Conditions Addendum.

**Contract Amount:** The cost associated with the amendment is \$141,610.58. As a result this amendment, the total estimated contract cost is increased from \$2,543,925.51 to \$2,685,536.09.

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

**Contractor Selection Process:** N/A. This is an amendment to a current agreement. However, Central Parking was selected through a Request for Proposals process.

**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 amend its agreement with **Magnolia Exterminating, LLC** for pest control services.

**Contractor's Legal Name:** **Magnolia Exterminating, LLC (Magnolia)**

**History of Contract:** The Board most recently approved an agreement with Magnolia for pest control services in August 2013 for a five (5) year term for a total cost of \$869,760. UMMC now seeks to expand the service area.

**Specific type of contract:** Contract amendment.

**Purpose:** The purpose of the amendment is to extend service to all current UMMC locations in the Jackson area. Also, it is anticipated that services will extend to space currently leased by University Physicians that will be leased by UMMC in the future.

**Scope of Work:** Pursuant to the original scope of work, Magnolia is responsible for providing the following:

- Integrated Pest Management procedures performed by certified personnel;
- equipment and materials necessary for all work; and

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- emergency treatment on an as-needed basis, including after hours, weekends, and holidays.

UMMC is responsible for:

- notification of any pest problems within UMMC locations; and
- access to those locations that require service.

**Term of contract:** The term of the amendment becomes effective February 1, 2014 and continues through the original contract end date of August 31, 2018.

**Termination Options:** Termination options include the following:

- by either party upon thirty (30) days written notice;
- reduction in funds; and
- failure by Magnolia to comply with the Federal E-Verify Program

**Contract Amount:** The amendment will increase the service cost by \$326 per month or a total of \$17,930 for current and prospective local UMMC locations for the remainder of the contract period. As a result of this amendment, the overall contract cost will increase from \$869,760.00 to \$887,690.

**Funding Source for Contract:** The current agreement is funded by patient revenues.

**Contractor Selection Process:** N/A. This is an amendment to a current agreement. However, Magnolia Exterminating was selected through a Request for Proposals process.

**Staff Recommendation:** *Based on Board Policy 707.01, Land, Property, and Service Contracts, Board approval is required prior to execution of contracts 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 **Morris & Dickson Corp., LLC and Novation Distribution** for the provision of pharmaceutical wholesale distribution services.

**Contractor's Legal Name: Morris & Dickson Corp., LLC (Morris & Dickson)**

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**History of Contract:** This is an amendment to an agreement between UMMC, Novation and Morris & Dickson which was approved by the Board in February 2013 for a term of twenty-six (26) months for a total cost of \$102,686,350. The current agreement provides UMMC with pharmaceutical wholesale distribution services whereby wholesale priced medications are supplied to UMMC's in-house pharmacies for dispensing throughout the institution. The services will be provided at UMMC locations in the Jackson area as well as the Lexington, MS location. By purchasing pharmaceuticals in this manner, UMMC does not have to contract with numerous drug manufacturers or maintain its own supply warehouse and distribution staff.

The proposed amendment will extend the provision of pharmaceutical wholesale distribution services to the UMMC-Grenada location.

**Specific Type of Contract:** Contract amendment.

**Purpose:** The purpose of the amendment is to incorporate the UMMC-Grenada location into the area currently receiving pharmaceutical wholesale distribution services from Morris & Dickson. In addition, UMMC is requesting permission to increase the previously approved expenditure amount as a result of adding UMMC-Grenada as a service area.

**Scope of Work:** Pursuant to the original scope of work, Morris & Dickson is responsible for the following:

- purchasing pharmaceutical products to be used by UMMC's in-house pharmacies,
- warehousing purchased pharmaceuticals as is necessary prior to distribution to UMMC,
- scheduling deliveries that best meet the needs of UMMC,
- providing up to four (4) emergency deliveries each month per pharmacy location at no extra charge (UMMC will be charged a fee of \$50 per delivery for additional deliveries beyond the four. UMMC incorporated a contingency allowance for additional deliveries in the estimated cost),
- guaranteeing a product fill rate of 92.9% or above,
- providing a designated sales representative who will service as UMMC's primary liaison to Morris & Dickson,
- providing an option for electronic invoicing and/or ordering of products, and
- providing reports detailing UMMC's purchase history to assist in analyzing and adjusting pharmaceutical purchases.

UMMC is responsible for:

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- meeting those pay requirements, such as quick pay discounts, to ensure continued receipt of an additional 4.35% discount over the base wholesale discount price, and,
- purchasing no less than 90% of all dollars spent on pharmaceutical products from Morris & Dickson.

As a result of this amendment, Morris & Dickson will also provide pharmaceutical distribution services to UMMC-Grenada.

**Term of Contract:** The term of the amendment becomes effective February 1, 2014 and continues through the original contract end date of April 30, 2015.

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

- a breach of the agreement by either party upon sixty (60) or ninety (90) days notice of opportunity to cure and with subsequent thirty (30) days notice should the breach not be cured,
- upon mutual agreement of the parties at any time with sixty (60) days written notice,
- reduction of funds,
- in the event either party becomes the subject of insolvency, bankruptcy, or receivership,
- by UMMC for convenience upon sixty (60) days written notice,
- by UMMC upon sixty (60) days written notice should Morris & Dickson experience a “change of control”, such as a merger with or purchase by another company,
- by UMMC upon thirty (30) days written notice in the event Morris & Dickson’s Fill Rate performance is at or below 92.9% for two consecutive months, and,
- by UMMC upon sixty (60) days written notice should the base agreement between Novation and Morris & Dickson terminate.

**Contract Amount:** The amendment will increase the estimated monthly cost \$3,959,475 per month for an estimated total contract cost of \$102,836,350. This is an increase of \$10,000 monthly or \$150,000 to the original estimated total cost. The estimated additional costs are based upon historical costs for UMMC-Grenada.

Subject to the terms of the original agreement, UMMC is required to maintain a minimum quarterly aggregate net purchase volume of ten million dollars or a total of \$85 million for the contract period. The required purchase volume amount will not increase as a result of this amendment.

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

**Contractor Selection Process:** N/A. This is an amendment to a current agreement.

**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 §905(A), Real Estate Management**

*Prior Board approval is required for the execution of all leases, easements, oil and mineral leases, and timber sales. Board approval prior to the execution of a contract for the sale of real property is required for all land sales, regardless of the sale price. Prior Board approval is required for the execution of all leases, easements, oil and mineral leases, and timber sales. Request for approval of land contracts shall include property descriptions, terms of purchase, lease, or sale and intended use of the property. An institution acquiring or disposing of real property shall receive two independent appraisals. The purchase price of property to be acquired shall not exceed the average of the two appraisals. The sale price of real property shall be no less than the average of the two appraisals.*

**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.*

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

**IHL PROJECTS**

**1. UM – IHL 207-376 – STEM Building**

**Project Request:** The University of Mississippi requests approval to initiate a project, STEM Building, and to appoint the design professional using the “Request for Qualifications” process.

**Proposed Design Professional:** TBD through RFQ process

**Purpose:** As student enrollment increases, the demand for Science, Technology, Engineering & Mathematics (STEM) facilities follows. The University must provide additional STEM facilities on campus to satisfy the demand. The University intends to construct a new multi-story STEM Building in or near the Science District on Campus. The exact size of the building, scope of work and location is not known at this time. The intention of this request is to initiate the project and to release a Request for Qualifications to select a Design Professional. The Professional will assist the University in determining the project scope, site, and budget; and finally produce design/construction documents for the scope determined. The University will submit a subsequent Board Item to confirm the Professional after the Selection Process and to increase the budget as required to reflect the established scope of work.

The University of Mississippi is seeking to initiate the project 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:** January 16, 2014

**Date of Original Construction:** New Building

**Date of Last Renovation:** New Building

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**Proposed Project Budget:**

	<i>Estimated</i>
Construction Cost:	\$ 0.00
Architectural and Engineering Fees:	2,000,000.00
Miscellaneous Project Costs:	0.00
Contingency:	<u>0.00</u>
<b>Total Project Budget</b>	<b>\$ 2,000,000.00</b>

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

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

**2. UMMC – IHL 209-549 – Hospital Main Lab Serology & Virology Renovations**

**Project Request:** The University of Mississippi Medical Center requests approval to initiate a project, Hospital Main Lab Serology & Virology Renovations, and to appoint Foil Wyatt Architects & Planners, LLC as the design professional.

**Proposed Design Professional:** Foil Wyatt Architects & Planners, LLC

**Purpose:** The project will provide for a general renovation and upgrade of approximately 3,200 gross square feet of laboratory space in order to comply with CAP inspection recommendations. The existing Serology & Virology Lab Function space is inadequate and inefficient. Adjacent Blood Lab space is being/has been relocated to provide for the needed expansion and rearrangement of services. General construction, plumbing, HVAC and electrical upgrades to services will be involved along with new Laboratory casework and equipment upgrades.

The University of Mississippi Medical Center is seeking to initiate the project 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:** January 16, 2014

**Date of Original Construction:** 1964

**Date of Last Renovation:** 1999

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**Proposed Project Budget:**

	<i>Estimated</i>
Construction Cost:	\$ 1,361,156.00
Architectural and Engineering Fees:	142,515.00
Miscellaneous Project Costs:	57,652.00
Contingency:	<u>158,677.00</u>
<b>Total Project Budget</b>	<b>\$ 1,720,000.00</b>

**Proposed Funding Source(s):** UMMC SSA-Building Improvement funds (\$1,720,000)

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

**3. UMMC – IHL 209-550 – Wiser Women’s Urgent Care Renovations**

**Project Request:** The University of Mississippi Medical Center requests approval to initiate a project, Wiser Women’s Urgent Care Renovations, and to appoint The McCarty Company Design Group, P.A. as the design professional.

**Proposed Design Professional:** The McCarty Company Design Group, P.A.

**Purpose:** The project will involve of the complete renovation of an existing out-patient Women’s Emergency Unit located on the ground floor within the UMMC Wiser Women’s Hospital. The renovation will consists of approximately 4,800 gross square feet. The project will bring the new treatment area up to current standards and trends and will contain a check in/waiting area, 8 Patient Rooms, 2 fast track treatment rooms, storage and other ancillary spaces.

The University of Mississippi Medical Center is seeking to initiate the project 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:** January 16, 2014

**Date of Original Construction:** 1999

**Date of Last Renovation:** First Major Renovation

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**Proposed Project Budget:**

	<i>Estimated</i>
Construction Cost:	\$ 1,279,100.00
Architectural and Engineering Fees:	153,492.00
Miscellaneous Project Costs:	97,000.00
Contingency:	<u>152,959.00</u>
<b>Total Project Budget</b>	<b>\$ 1,682,000.00</b>

**Proposed Funding Source(s):** UMMC SSA-Building Improvement funds (\$1,682,000)

**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**

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

**Project Request:** Mississippi State University requests approval to increase the budget for the Classroom Building with Parking project. The budget will increase from \$37,509,471.00 to \$ 41,314,339.00, an increase of \$3,804,868.00. Mississippi State University also requests approval to add Commercial Paper as a funding source to the project pending approval by the Finance Committee at the February 20, 2014 Board Meeting. In addition, the university seeks approval to break the remaining project up into additional phases of work.

**Project Phase:** Construction Phase

**Design Professional:** Belinda Stewart

**General Contractor:** Evans Johnson & Sons, Inc.

**Purpose/Justification:** The project is currently in the construction phase. This is the second budget escalation/change request made for this project by Mississippi State University. MSU requests approval to increase the project budget for GS# 105-345

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Classroom Building with Parking from \$37,509,471 to \$41,314,339 to cover instructional technology, furnishings and equipment, and landscaping. MSU also requests to change the funding source to include commercial paper as a possible funding source. MSU also requests that additional phases be added to the project for bidding purposes, with the additional phases to include GS# 105-345 GC03 Classroom Building with Parking ITS; GS# 105-345 GC04 Classroom Building with Parking Furnishings and Equipment; and GS# 105-345 GC05 Classroom Building with Parking Landscaping.

The project will construct 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 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. The project also includes an increase in energy-efficient thermal storage capacity at the central chiller plant that would cool the building.

The project has been phased with two bid packages one being GS #105-345 GC01 Classroom Building with Parking and the other GS #105-345 GC02 Classroom Building with Parking-Mechanical. Additional phases will be added to the project to include GS #105-345 GC03 Classroom Building with Parking-ITS, GS #105-345 GC04 Classroom Building with Parking-Furnishings and Equipment, and GS #105-345 GC05 Classroom Building with Parking-Landscaping.

Mississippi 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:** May 20, 2010

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**Project Budget:**

	<b>Current Budget</b>	<b>Proposed Budget</b>	<b>Amount (+/-)</b>
Construction Costs	\$ 27,849,151.00	\$ 33,448,000.00	\$ 5,598,849.00
Architectural and Engineering Fees	\$ 2,012,013.00	\$ 2,741,699.00	\$ 729,686.00
Miscellaneous Project Costs	\$ 6,255,849.00	\$ 3,791,751.00	\$ (2,464,098.00)
Contingency	\$ 1,392,458.00	\$ 1,332,889.00	\$ (59,569.00)
<b>Total Project Budget</b>	<b>\$ 37,509,471 .00</b>	<b>\$ 41,314,339.00</b>	<b>\$ 3,804,868.00</b>

**Funding Source(s)** SB 3100, Laws of 2011 (\$11,834,841.25); EBC Bonds, University Funds, and Commercial Paper (\$29,479,497.75). Commercial Paper is contingent upon approval by the Board at February 20, 2014 Board Meeting.

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

**APPROVAL OF OTHER REAL ESTATE REQUESTS**

**5. MSU –Modification of the Approval of Sale of Property to Cooley Center Hotel, LLC and Russell Street Development, LLC as part of the Mill Development**

**Project Request:** As part of the development of the Mill at MSU Conference Center, Mississippi State University requests permission to reduce the size of Lot 3 by approximately 4,300 square feet. The approximately 4,300 square feet will be added to Lot 1 which the university already owns. Averaging the two appraisals, the sales price for this property was \$13.62 per square foot. Accordingly, MSU requests permission to reduce the sales price of Lot 3 by \$58,500, making the total sales price of Lot 3 \$676,500. In addition, Mississippi State University requests permission to reduce the size of Lot 2 by approximately 21,780 square feet. The approximately 21,780 square feet will now be retained by the university for the purpose of future road construction. The sale price for Lot 2 will remain the same as approved in October 2013. The total sales price will be \$1,696,500 for all three pieces of property being sold.



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**Purpose:** At the October 2013 Board Meeting, the Board of Trustees approved Mississippi State University to sell 1.63 acres of property (Lot #2) to Cooley Center Hotel, LLC. The land use was to be limited to the development of a Marriot Courtyard. MSU was also approved to sell 1.30 acres (Lot #3) and 0.59 acres (Parcel #2) of land to Russell Street Development, LLC. This land use was to be limited to the development of restaurants or retail use approved by MSU. MSU is now requesting to reduce the 1.30 acres in Lot 3 approved by the Board in October 2013 by 4,300 square feet which makes Lot 3 now 1.19 acres more or less and thus reduces the sales price accordingly by \$58,500. MSU is also requesting to reduce the 1.63 acres in Lot 2 approved by the Board in October 2013 by 21,780 square feet which makes Lot 2 now 1.13 acres more or less but the sale price of Lot 2 will remain unchanged from the original amount approved.

**Property Description:** The legal description of the property proposed to be sold known as the Hotel Parcel (Lot 2) is a parcel of land containing 1.13 acres, more or less, and being a part of Block 31 of the Starkville Land Company subdivision as platted and recorded in the Oktibbeha County Chancery Clerk's office in Plat Book 1 at page 15 (Slide 8) and also a portion of Lot 1 of Block 9 of the University Urban Renewal Area, First Revision as platted and recorded in the Oktibbeha County Chancery Clerk's office in Plat Book 4 at pages 3-9 (Slides 72-75).

The legal description of the property proposed to be sold known as Parcel 2 is a parcel of land containing 0.59 acres, more or less, and containing all of Lot 1 and 1A and a part of Lots 2 and 20 of Block 10 of the University Urban Renewal Area, First Revision as platted and recorded in the Oktibbeha County Chancery Clerk's office in Plat Book 4 at Pages 3-9 (Slides 72-75)

The legal description of the property proposed to be sold known as Lot 3 is a parcel of land containing 1.19 acres, more or less, and being a part of Block 31 of the Starkville Land Company subdivision as platted and recorded in the Oktibbeha County Chancery Clerk's office in Plat Book 1 at page 15 (Slide 8) and also a portion of Lot 1 of Block 9A of the University Urban Renewal Area, First Revision as platted and recorded in the Oktibbeha County Chancery Clerk's office in Plat Book 4 at pages 3-9 (Slides 72-75).

**Terms:** The terms of the agreement did not change from the original terms approved by the Board of Trustees at the October 2013 Board meeting. The terms of the agreement are for the sale of 3 parcels of land noted above. The hotel parcel (Lot 2) was scheduled to close on or before November 30, 2013 however MSU has not closed on the property yet. The 2 outparcels (Parcel 2 and Lot 3) must close on or

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before April 30, 2014. MSU does have the option to grant up to six (6) months extension for the sale of any parcel upon good cause shown.

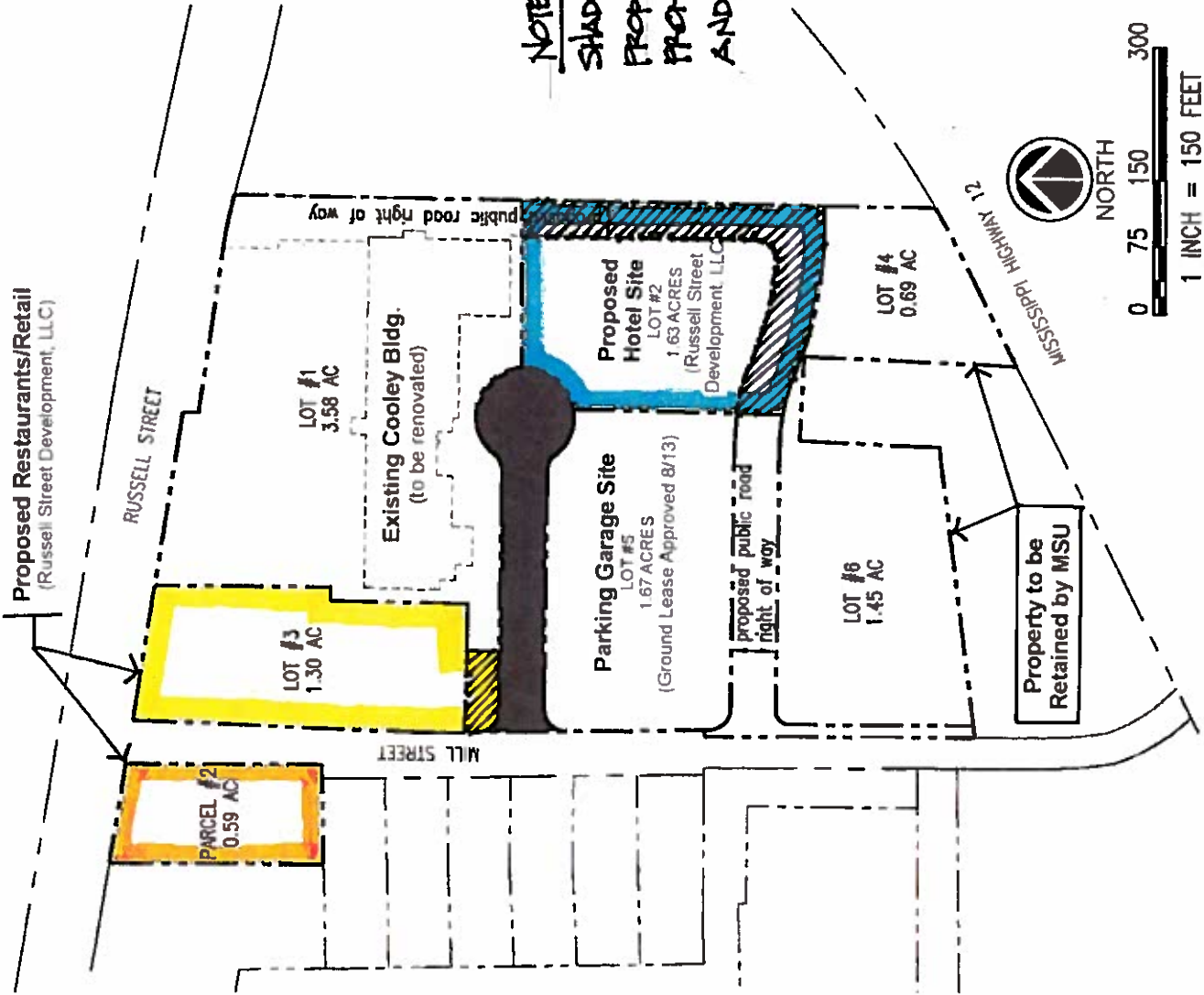
Cooley Center, LLC shall have the option not to purchase the property if it is not satisfied with the inspections or if it is unable to obtain the necessary approvals to develop a hotel on the property. Should Cooley Center Hotel, LLC or Russell Street Development, LLC fail to develop the property as agreed to or fail to adhere to the terms of the Master Lease Agreement regarding the Cooley Building, MSU shall have the right to repurchase the property for the purchase price as well as any actual costs incurred in construction less \$25,000 or for the average of two appraisals, whichever is less.

**Sale Price:** Mississippi State University received two independent property appraisals for the property. The first appraisal of the property reflected a total property value of \$1,430,000. The second appraisal of the property reflected a total property value of \$2,080,000. The university is selling the Hotel property (1.13 acres) to Cooley Center Hotel, LLC for \$665,000.00 (Lot 2) and the Outparcels to Russell Street Development for \$1,090,000.00. The sale price of the Outparcels is broken down as follows: [\$355,000 for the 0.59 acres (Parcel 2) + \$676,500 for the 1.19 acres (Lot 3)]. The total sale price for all 3 pieces of property is \$1,696,500.00 which is the average of the two appraisals and complies with Board Policy for the sale of property. 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. Mississippi State University 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.**

Proposed Restaurants/Retail  
(Russell Street Development, LLC)



**NOTE:**  
SHADED AREAS INDICATE  
PROPERTY TO BE EXCLUDED  
FROM SALE OF LOT #2  
AND LOT #5.



NORTH  
0 75 150 300  
1 INCH = 150 FEET

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**6. UMMC – IHL 209-548 – School of Medicine Utilities – Sole Source**

**Project Request:** The University of Mississippi Medical Center requests approval to sole source the chiller controls portion of the School of Medicine Utilities project.

**Design Professional:** Cooke Douglass Farr Lemons + Eley, A Joint Venture

**General Contractor:** TBD

**Proposed Sole Source:** Johnson Controls System

**Purpose:** The University of Mississippi Medical Center requests approval to sole source the Chiller Controls portion of the School of Medicine Utilities project as an extension of the existing Boiler Plant Johnson Controls System. An allowance of \$230,000.00 is provided within the construction project contract. The \$230,000 figure is 10% of the estimated value (\$2,300,000).

**Project Initiation Date:** August 15, 2013

**Date of Original Construction:** Not applicable

**Date of Last Renovation:** Not applicable

**Proposed Project Budget:**

	<i>Estimated</i>
Construction Cost:	\$ 9,308,004.00
Architectural and Engineering Fees:	0.00
Miscellaneous Project Costs:	150,000.00
Contingency:	<u>541,996.00</u>
<b>Total Project Budget</b>	<b>\$ 10,000,000.00</b>

**Proposed Funding Source(s):** MDA/CDBG #R-103-950-01-KED (\$10,000,000)

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

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**7. USM –Approval of Purchase of Property-3403 Morningside Drive, Hattiesburg, Mississippi**

**Project Request:** The University of Southern Mississippi requests approval to purchase a residential property located at 3403 Morningside Drive, Hattiesburg, Mississippi adjacent to the Hattiesburg campus in Forrest County, Mississippi from Antonio Rodriguez-Buckingham and Sue Anne Rodriguez in the amount of \$110,500.

**Purpose:** The University of Southern Mississippi is seeking to purchase the property located at 3403 Morningside Drive, Hattiesburg, Mississippi located in Forrest County due to its location to the Hattiesburg campus. The property consists of a single family residence located on 0.266 acres and was built in 1960 with +/- 1,858 square feet of living area. This particular property is located close to the university campus and within the university's primary land acquisition zone. The property is adjacent to university owned property and is intended to be held until it is needed for the future expansion on the west part of the Hattiesburg campus.

The University of Southern Mississippi received two independent property appraisals. The average of the two appraisals is \$110,500. The university is purchasing the property for \$110,500 which is the average of the property's appraised value. The university also has a tentative closing date of on or before February 4, 2014 or upon an earlier or later date as agreed upon by both parties. A Phase I Environmental Site Assessment (ESA) has been conducted on the property. No recognized environmental conditions are evident at the subject property. The EDR report listed no regulatory findings for the subject property. Additionally the site inspection found no recognized environmental conditions.

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 purchase price of property to be acquired shall not exceed the average of the two appraisals. The university is also acting in accordance with Board Policy §905(B), Real Estate Management, that requires a Phase I or more detailed environmental report be completed by a qualified personnel and submitted to the Board's Real Estate and Facilities Office.

**Funding Source(s):** Internal Funds for property acquisition (\$110,500)

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

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**8. USM –Approval of Sale of Property – 18 Residential Properties as Part of the Neighborhood Stabilization Program – Jackson, Mississippi**

**Project Request:** The University of Southern Mississippi requests approval to sell eighteen (18) residential properties as described in Exhibit A, which have been purchased, almost completely rehabilitated, and are ready to sell on or before January 1, 2014 in accordance with H.B. 977, Laws of 2010 Regular Session.

**Purpose:** The University of Southern Mississippi is the current owner of the eighteen (18) rehabilitated single family residences located in Jackson, Mississippi, which are indemnified and described below in Exhibit “A”. The university acquired these homes pursuant to the authority granted by the Mississippi Legislature in H.B. 977 Laws of 2010 which provides:

**Section 2:** “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 Neighborhood Stabilization Program (NSP) Subgrant was derived from the Housing and Economic Recovery Act of 2008 (Public Law 110-289, 42 U.S.C. § 4501 et seq.), with the Mississippi Development Authority as grantee. Under this subgrant, the university has acquired and almost completely rehabilitated the eighteen (18) properties and will be in a position to begin marketing and selling the homes on or before January 1, 2014.

The University of Southern Mississippi purchased forty-seven homes under this grant and has completely rehabilitated twenty-nine (29) of the homes and has started selling these homes to low income buyers in accordance with the terms and conditions spelled out in the IHL Board Approval for the sale of the homes at the June 20, 2013 Board meeting. This approval stated that the university could sell the homes at the lenders certified appraisal price provided that the university submitted final sales contracts and independent bank appraisals for each home to the Office of the Attorney General.

Of the forty-seven (47) homes, eighteen (18) of the homes had not been rehabilitated at the time at which the Board of Trustees approved the conditions in June 2013. The university has since entered into construction contracts with the remaining eighteen

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(18) homes as of August 2013. These homes will be completely rehabilitated on or before January 1, 2014 and will be ready for marketing at that time.

The university's request is consistent with the Neighborhood Stabilization Program's (NSP) goals as evidenced by Section 2301(d)(3) of the Housing and Economic Recovery Act of 2008 which provides:

(3) Sale of Homes – If abandoned or foreclosed upon home or residential property is purchased, redeveloped, or otherwise sold to an individual as a primary residence, then such sale shall be in an amount equal to or less than the costs to acquire and redevelop or rehabilitate such home or property up to a decent, safe, and habitable condition.

Pursuant to the NSP subgrant, the university's acquisition, rehabilitation, marketing, and sale costs are fully reimbursable. To date, all houses sold by the university under the NSP subgrant have been sold for "an amount equal to or less than the cost to acquire and redevelop or rehabilitate such home or property up to a decent, safe, and habitable condition."

All funds received by the university as a result of future sales will be submitted to the Mississippi Development Authority, and thereafter, the Mississippi Development Authority will reimburse the university for all acquisition, rehabilitation, marketing, and sales costs.

**History:** 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.

**Staff Recommendation:** The Attorney General's Office has reviewed and approved this item. Board staff recommends approval of this item contingent upon submission to the Office of the Attorney General copies of the final executed sales contract and independent bank appraisal for each such property.

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**Exhibit A: List of Real Estate Properties**

**1. 122 Carriage Hills Drive, Jackson, MS**

Lot 43, Carriage Hills Subdivision, Part I, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 25 at Page 4, reference to which map or plat is hereby made in aid of and as a part of this description.

Being the same property as conveyed to the Secretary of Veterans Affairs, an Officer of the United States of America by substitute Trustee's Deed, dated 03/16/2010 in Book 7104, Page3 1526, in Hinds County, Mississippi.

**2. 126 McDowell Park Circle, Jackson, MS**

Lot 4, McDowell Park Subdivision, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi in Plat Book 17 at Page 24, reference to which is hereby made.

**3. 130 W. Santa Clair Street, Jackson, MS**

Lot 8, Block A, Alameda Subdivision, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 5 at Page 40, reference to which is hereby made in aid of and as a part of this description.

**4. 134 McDowell Park Circle, Jackson, MS**

Lot 5 McDowell Park Subdivision, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 17, at Page 24, reference to which is hereby made in aid of and as a part of this description.

**5. 235 Hilliard Court, Jackson, MS**

Lot 6, Greenbriar Subdivision, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 22 at Page 2, reference to which is hereby made in aid of and as a part of this description.



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**6. 346 McDowell Park Circle, Jackson, MS**

Lot 44, McDowell Park Subdivision, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk, First Judicial District, Hinds County at Jackson, Mississippi in Plat Book 17 at Page 24 thereof, reference to which is hereby made in aid of and as a part of this description.

**7. 422 Sharon Hill, Jackson, MS**

Lot 250, Cedar Hills Subdivision, Part 4-B, a subdivision lying in and being situated in the First Judicial District of Hinds County, Mississippi, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Hinds County, Mississippi at Jackson, Mississippi, in Plat Book 30 at Page 11 thereof, reference to which is map or plat is hereby made in aid of and as part of this description.

**8. 1515 Dorgan Street, Jackson, MS**

Lot 116, Woodgate, Part II, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 20 at Page 45, reference to which is hereby made in aid of and as a part of this description.

**9. 1625 Dorgan Street, Jackson, MS**

Lot 43, Woodglen, Part 2, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 20 at Page 45, reference to which is hereby made.

**10. 1631 Wood Glen, Jackson, MS**

Lot 63, Woodglen Part 2, a subdivision, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Hinds County of Jackson, Mississippi, in Plat Book 20, at Page 45, reference to which is hereby made in aid of and as a part of this description.

**11. 1764 Waycona Drive, Jackson, MS**

Lot 75, Garden Park Subdivision, Part 7, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Hinds

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County at Jackson, Mississippi in Plat Book 21 at Page 14 thereof, reference to which is hereby made.

**12. 2262 Breckinridge Road, Jackson, MS**

Lot 8, Garden Park Terrace, Part 5, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 22 at Page 22, reference to which is hereby made.

**13. 2723 Woodside Drive, Jackson, MS**

Lot 36, Brinoy Heights, a subdivision, according to the map or plat thereof now on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi in Plat Book 14 at Page 17 reference to which is made and thereof.

**14. 2830 Engleside Drive, Jackson, MS**

Lot 4, Engleside Subdivision, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi in Plat Book 16 at Page 35, reference to which is hereby made.

**15. 2880 Woodside Drive, Jackson, MS**

Lot 11, Block A, Oak Forest Subdivision, according to a plat on file in the office of the Chancery Clerk at Jackson, Hinds County, First Judicial District, Mississippi, in Plat Book 13 at Page 7.

**16. 2935 Marwood Drive, Jackson, MS**

Lot 5, Block V, Oak Forest Subdivision, Part 7, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi in Plat Book 16 at Page 19, reference to which is hereby made in aid of and as a part of this description.

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**17. 4921 Oak Leaf Drive, Jackson, MS**

Lot 87, Oak Creek, Part II, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi in Plat Book 27 at Page 8, reference to which is hereby made.

**18. 4959 Laurel Oak Drive, Jackson, MS**

Lot 42, Oak Creek Subdivision, Part IV, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 29 at Page 12, reference to which is hereby made in aid of and as a part of this description.

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**1. UM - APPROVAL TO AMEND CONTRACT WITH WARE/GASPARIAN LAW FIRM AS OUTSIDE COUNSEL**

The University of Mississippi received approval from the Board at its March 2013 meeting to hire Ware/Gasparian, Attorneys at Law, for immigration law services. The current contract is capped at \$20,000 for the year. The University of Mississippi requests permission to raise the maximum amount payable during the contract year to \$75,000 and to have the contract expire one year from the date of approval of this amendment by the Board. The University is requesting the amount be raised so that Ware/Gasparian may process permanent residency applications, a process that has become increasingly complex. All other terms of the contract will remain the same. This is subject to approval by the Attorney General's Office. The fees (as previously approved) are listed below:

27. **UM** - Pending approval by the Attorney General, the Board approved the request to hire Ware/Gasparian, Attorneys at Law, as outside counsel to provide services as needed in preparing labor certification applications on behalf of the university for its employees who seek permanent residence status. This contractual agreement is necessary due to amendments by the U.S. Department of Labor to the permanent labor certification regulations, specifically: employers are required to pay the cost of preparing, filing and obtaining certification, and are prohibited from transferring those costs to the beneficiary. This includes a prohibition on the alien paying the employer's attorney fees. The terms of this contractual agreement will be for one year, for a maximum amount payable of \$20,000 during the contract term. The proposed hourly rates are as indicated: Partners \$250; Associates \$150; and Paralegals \$100. The proposed flat fees to be charged are as follows:

Schedule of Legal Fees for Academia  
**Nonimmigrant Petitions and Processes**

H-1B	\$1,500
H-1B extension or amendment petitions	\$1,000
TN petition or border/consulate processing	\$1,500
TN extension petition	\$1,000
E-3 petition or consular processing	\$1,500
E-3 extension petition	\$1,000
O-1 petition	\$4,000
O-1 extension or amendment petition	\$1,500
Change of status or extension of status of dependents (I-539) no additional charge	
J-1 waiver (IGA or hardship)	\$6,000
J-1 waiver (Conrad)	\$6,000

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**MINUTES OF THE BOARD OF TRUSTEES OF  
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**Permanent Residence Process with Labor Certification: Faculty**

\$2,000	“Special Handling” labor certification (must be paid by University*) \$2500 if position must be re-advertised
\$1,000	Additional fee if audited
\$2,500	Immigrant petition
\$1,500	Adjustment of status and related applications (I-765, I-131, etc.) by employee
\$750	Adjustment of status and related applications each spouse or child

*\*U.S. Dept. of Labor requires employers to pay all costs associated with labor certification, including legal fees and advertising costs; employees may pay other fee*

**Permanent Residence Process with Labor Certification: Non-Faculty**

\$3,000	Labor certification (must be paid by University*).
\$1,500	Additional fee if audited
\$2,500	Additional fee if subject to supervised recruitment
\$2,500	Immigrant petition
\$1,500	Adjustment of status and related applications (I-765, I-131, etc.) by employee
\$750	Adjustment of status and related applications each spouse or child

*\*U.S. Dept. of Labor requires employers to pay all costs associated with labor certification, including legal fees and advertising costs; employees may pay other fees*

**Permanent Residence Process: Outstanding Professors and Researchers**

\$7,000	Immigrant petition
\$1,500	Adjustment of status and related applications by employee
\$750	Adjustment of status and related applications each spouse or child

*Since labor certification is not required, employees may pay all fees*

**Permanent Residence Process: National Interest Waiver**

\$7,000	Immigrant petition
\$1,500	Adjustment of status and related applications by employee
\$750	Adjustment of status and related applications each spouse or child

*Since labor certification is not required, employees may pay all fees*

*Employee's legal fees in all cases may be paid in monthly installments. to be arranged with attorney.*

**BOARD RECOMMENDATION: Board staff recommends approval of this item pending approval by the Attorney General.**

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**2. UMMC – APPROVAL TO CONTRACT WITH THE MARK IT PLACE AS  
OUTSIDE COUNSEL**

The University of Mississippi Medical Center requests permission to contract with James Mingee d/b/a The Mark It Place with C. Paige Herring to provide legal services as trademark and copyright counsel and Austin Bonderer to provide related intellectual property representation. The term of the contract is from February 2, 2014 through January 31, 2015. The contract rate is \$145 per hour or \$1200 per trademark prosecution and \$200 per hour for intellectual property representation up to the do not exceed amount of \$30,000. Either party may terminate on thirty (30) days' notice.

**BOARD RECOMMENDATION: The Attorney General has approved this request. Board staff recommends approval of this item.**

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**APPROVAL OF PERSONNEL ACTION REQUESTS**

**1. Employment**

**ASU (Hire with Tenure – also reported under Tenure Section below)**

Yolanda Powell-Young; Dean, School of Nursing and Professor, School of Nursing; **hire with tenure**; salary of \$138,000 per annum, pro rata; E&G funds; effective January 2, 2014

Adetokunbo E. Oredein; Assistant Vice-President for Enrollment Management; salary of \$59,000 per annum, pro rata; E&G funds; effective December 2, 2013

**MVSU**

Jerryl Briggs; Chief Operating Officer and Executive Vice President; salary of \$140,000 per annum, pro rata; E&G funds; effective December 2, 2013

Kevin Williams; Associate Vice President for Enrollment Management; salary of \$95,000 per annum, pro rata; E&G funds; effective January 6, 2014

**2. Tenure**

**ASU – Twelve-month contracts with an effective date of January 2, 2014**

Yolanda Powell-Young; Dean, School of Nursing and Professor, School of Nursing (*New hire with tenure*)

**3. Sabbatical**

**UMMC**

Dirk Dhossche, Professor of Philosophy, *from* salary of \$247,000 per annum, pro rata; E&G Funds; *to* salary of \$110,322 for sabbatical period; E&G Funds; effective February 1, 2014 to March 31, 2014; professional development

**4. Emeritus Status**

**UMMC** (Effective January 2014)

Larry Breeding, D.M.D.; Professor Emeritus of Care Planning and Restorative Sciences, School of Dentistry

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Karen Crews, D.M.D.; Professor Emeritus of Oral and Maxillofacial Surgery and Pathology,  
School of Dentistry



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

The university requests approval to bestow one honorary degree at its May 2014 commencement ceremony. Supporting documents are on file at the Board Office.

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

2. **SYSTEM – APPOINTMENT OF DR. WILLIAM BYNUM TO THE EDUCATION ACHIEVEMENT COUNCIL**

The Education Achievement Council was established by the Mississippi Legislature for the purpose of sustaining attention to the goal of increasing the educational attainment and skill level of the state's working population to the national average by 2025. The EAC includes twenty-three members who represent education stakeholders from K-12, community colleges, universities, Legislators, state agencies and the business community. The statute (37-163-1) calls for the Board of Trustees to appoint three University Presidents, one of whom must be from an HBU, to serve on the Council. Currently Dr. Jim Borsig, President of the Mississippi University for Women, and Dr. Rodney Bennett, President of the University of Southern Mississippi, serve on the Council. The appointment of Dr. William Bynum will fill the vacancy left by the resignation of Dr. Donna Oliver. There is no length of term in the statute.

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

# REGULAR AGENDAS

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1. **SYSTEM –REQUEST FOR APPROVAL OF PROFESSIONAL SCHOOL  
TUITION MULTI-YEAR RATES (First Approval)**

**Agenda Item Request:** Approval is requested for the required 30-day review period for the UMMC and MSU professional school multi-year tuition rates effective FY's 2015 through 2017.

Additional information will be submitted to the Board under separate cover.

**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 proposed professional school multi-year tuition rates for first approval.**

2. **MSU- REQUESTS FOR APPROVAL OF AMENDMENTS TO CONTRACTS  
WITH RELATED TO THE COOLEY BUILDING DEVELOPMENT**

Mississippi State University requests approval of amendments to four contracts related to the development of the Cooley Building. There is a fifth contract on the Real Estate Consent Agenda. These contracts are with the following parties:

- a. **Cooley Center, LLC** for a Ground Lease (Item A) of the Cooley Building and related properties for the purpose of renovation and development,
- b. **Cooley Center Master Tenant, LLC** (a sub-lessee of Cooley Center, LLC) for a Sublease Agreement (Item B) for 36,000 square feet of office space in the renovated Cooley Building,
- c. **Cooley Center Hotel, LLC** for a Parking Garage License Agreement (Item C) to lease a portion of the parking garage to service a proposed hotel,
- d. **The Mississippi State University Foundation** for an Purchase Option Agreement and accompanying Agreement for Purchase and Sale, and
- e. A fifth related agreement, an Agreement for the Purchase, Sale, and Redevelopment of Real Estate, between MSU and **Cooley Center Hotel, LLC** and **Russell Street Development, LLC** is on the Real Estate Committee Consent Agenda as Item 5.

**History of Contract:** These contracts are amendments to contracts approved by the Board in October 2013 with Cooley Center, LLC.

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In pursuing the most recent development of the Cooley Building, the University selected Cooley Center Hotel, LLC after issuing a notice to prospective developers to provide a plan to redevelop the land surrounding the Cooley Building and to renovate the Cooley Building. In November 2012, the Board approved the sale of 1.129 acres of land near the Cooley Building to Cooley Center Hotel, LLC for \$460,000, which was \$20,000 higher than the average of two appraisals, for the limited purpose of developing a Marriott Courtyard or equivalent hotel.

In August 2013, the Board approved an agreement between MSU and the city of Starkville whereby MSU will lease 1.67 acres of land to the city for the purpose of constructing a 450 space parking garage. The city will obtain \$8 million in block grants from the Mississippi Development Authority and construct the parking garage, then lease the garage to the University for 10 years to operate at the University's expense. At the end of the 10 year term, the parking garage will become the property of the University. This agreement was initiated in anticipation of subsequent agreements with Cooley Center, LLC.

In October 2013, the Board approved a master lease agreement between MSU and Cooley Center, LLC for the purpose of renovating the Cooley Building and a subsequent lease back 36,000 square feet of renovated office space within the Cooley Building by the MSU. The lease of the Cooley Building was approved for a 41 year term with options to extend 10 additional years. The lease back was approved with a 15 year initial term with options to extend for potentially 41 years. The Board also approved the lease of the bottom floor of the parking garage constructed by the city of Starkville to Cooley Center Hotel, LLC. Finally, also at the October 2013 meeting, the Board approved the sale 1.63 acres to Cooley Center Hotel, LLC and Russell Street Development Group, LLC as part of the development of a Marriot Hotel.

- a. **Agenda Item Request:** Mississippi State University requests permission to amend the lease the Cooley Building to Cooley Center, LLC.

**Contractor's Legal Name:** Cooley Center, LLC

**Specific Type of Contract:** Amendment to Ground Lease agreement

**Purpose:** To amend the agreement to extend the lease term from 41 years to 55 years and to modify the property description of Lot 1 in include additional property. As originally approved at the October 2013 Board meeting, MSU will lease the Cooley Building to Cooley Center, LLC for the purpose of renovating the Cooley Building to the University's approved specifications. The renovated building will consist of 72,000 usable square feet of which approximately 22,000 will be developed into a conference center and operated by Cooley Center Hotel, LLC; 36,000 will be leased back to the

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University for office space; and, 14,000 will be available for other university approved subleases.

**Terms of Contract:** The amended contract provides for three contract terms: a construction term, an initial term, and optional terms. The construction term is for up to two years in order to provide Cooley Center, LLC with access to complete renovations of the Cooley Building. The initial term will begin upon expiration of the construction term and continue for 55 years, potentially ending in 2069 or 2070. There are also two optional terms of five years. The optional terms, if exercised, will potentially extend the contract through 2079 or 2080. *As originally approved at the October 2013 Board meeting*, the initial term was approved for 41 years and begins upon expiration of the construction term with optional terms providing for two 5-year extensions of the lease agreement after the expiration of the initial term.

**Scope of Contract:** The University will provide Cooley Center, LLC access to the Cooley Building during the construction term for the purpose of renovating the Cooley Building. During the initial and optional terms, the Cooley Center, LLC will use the renovated Cooley Building to sublease office space, operate a conference center, and other uses approved by the University.

**Contract Amount:** The amended contract provides for the following rent payments from Cooley Center, LLC to the University. There will be no rent paid during the construction term. All other terms will be at a rate of \$100,000 per year. During the amended initial term, MSU will receive \$5.5 million over 55 year and \$6.5 million over 65 years if the optional terms are exercised. *As originally approved at the October 2013 Board meeting*, during the initial term, Cooley Center, LLC would pay the University \$100,000 per year for a total of \$4.1 million. Should the optional terms be exercised, Cooley Center, LLC would pay an additional \$100,000 per year for a maximum contract payment of \$5.1 million over 51 years.

**Termination Options:** The University may terminate for a default by Cooley Center, LLC upon a 3 month cure period in which to cure.

**Funding Source for Contract:** Revenue contract - Not applicable

**Contractor Selection Process:** The University selected Cooley Center, LLC after sending a notice to prospective developers regarding the redevelopment of the Cooley Building and surrounding land.

**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 Attorney General's Office has reviewed and approves this contract. Board staff recommends approval.

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- b. Agenda Item Request:** Mississippi State University requests permission to amend a lease agreement with Cooley Center, LLC

**Contractor's Legal Name:** Cooley Center Master Tenant, LLC (*originally Cooley Center, LLC*)

**Specific Type of Contract:** Amendment to sublease agreement

**Purpose:** The amended lease changes the contractor from Cooley Center, LLC to Cooley Center Master Tenant, LLC. MSU will lease approximately 36,000 square feet in the Cooley Building from Cooley Center, LLC. The leased space will be used as office space by the University.

**Terms of Contract:** The contract provides for two term types: an initial term and optional terms. The initial term is for 15 years. In addition, there are 4 optional terms of 5 years and a final optional term of 6 years for a total potential term of 41 years including all optional terms.

**Scope of Contract:** The University will use the leased space as office space. Cooley Center, LLC will be responsible for improvements, repairs, and normal maintenance.

**Contract Amount:** The proposed leaseback provides for

Leaseback Year	Price Per Square Foot	Total Payment
1 through 5	\$ 23.53	\$ 4,235,400
6 through 10	25.88	4,658,400
11 through 15	28.46	5,122,800
16 through 20 (optional term)	31.30	5,634,000
21 through 25 (optional term)	34.43	6,197,400
26 through 30 (optional term)	37.87	6,816,600
31 through 35 (optional term)	41.65	7,497,000
36 through 41 (optional term)	45.81	9,894,960
<b>Total</b>		<b>\$ 50,056,560</b>

**Termination Options:** The University may terminate for a default by Cooley Center, LLC or inadequate funds to pay for leased space.

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

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**Contractor Selection Process:** The University selected Cooley Center, LLC after sending a notice to prospective developers regarding the redevelopment of the Cooley Building and surrounding land.

**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 Attorney General's Office has reviewed and approves this contract. Board staff recommends approval.**

- c. **Agenda Item Request:** Mississippi State University requests permission to amend a lease agreement with Cooley Center Hotel, LLC

**Contractor's Legal Name: Cooley Center Hotel, LLC**

**Specific Type of Contract:** Amendment to lease agreement

**Purpose:** To amend the lease agreement approved by the Board in October 2013 to change the lease term of the bottom floor of the parking garage from 41 year to 55 years.

**Terms of Contract:** The amended contract will be for a term of 55 years. There is also an optional 55 year term which can be exercised at the end of the term for a potential cumulative lease term of 110 years. The agreement would potentially end in the year 2124 or 2125 if the optional term is exercised. *As originally approved by the Board in October 2013*, the original contract term ran for 41 years and had a provision for an optional, additional 41 year term.

**Scope of Contract:** The University will provide exclusive use of the 110 parking spaces on the first floor of the proposed parking garage to be constructed by the city of Starkville and operated by the University.

**Contract Amount:** The University will receive payment of one-fourth of the operations and maintenance costs of the parking garage for years 1 through 15. Beginning in lease year 16, the University will receive an annual fee of \$15,155 for a five year period. The annual fee will be escalated by 10 percent each five years thereafter for a total fee received of \$584,620. The University will continue to receive one-fourth of the maintenance and operation costs. Maintenance costs include electricity, water, sewer, landscaping, lawn care, janitorial, exterior maintenance, structural maintenance, and elevator maintenance. *As originally approved by the Board in October 2013*, the agreement provided for fees of \$487,000 through 41 years.

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Lease Year	Operation and Maintenance Fee	Annual Fee	Five Year Annual Fee
1 through 15	1/4 of Maintenance and Operations	\$ -	\$ -
15 through 20	1/4 of Maintenance and Operations	15,155	75,775
20 through 25	1/4 of Maintenance and Operations	16,670	83,350
25 through 30	1/4 of Maintenance and Operations	18,337	91,685
30 through 35	1/4 of Maintenance and Operations	20,170	100,850
35 through 40	1/4 of Maintenance and Operations	22,187	110,935
40 through 45	1/4 of Maintenance and Operations	24,405	122,025
46 through 50	1/4 of Maintenance and Operations	26,846	134,228
51 through 55	1/4 of Maintenance and Operations	29,530	147,650
Total			\$ 584,620

**Termination Options:** The University may terminate for a default by Cooley Center Hotel, LLC upon a 3 month period in which to cure.

**Funding Source for Contract:** Not applicable

**Contractor Selection Process:** The University selected Cooley Center Hotel, LLC after sending a notice to prospective developers regarding the redevelopment of the Cooley Building and surrounding land.

**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 Attorney General's Office has reviewed and approves this contract. Board staff recommends approval.



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- d. **Agenda Item Request:** Mississippi State University requests permission to enter into a Purchase Option Agreement and accompanying Agreement for Purchase and Sale of Real Estate

**Contractor's Legal Name: The Mississippi State University Foundation**

**Project Request:** As part of the development of the Mill at MSU Conference Center, Mississippi State University requests permission to enter into a Purchase Option Agreement with the MSU Foundation for the MSU Foundation to purchase the Cooley Building from MSU in approximately eighteen (18) months if legislation is not passed authorizing the fifty-five (55) year lease of the building to the developer.

**Purpose:** Mississippi State University request approval of this Purchase Option Agreement in order to provide project lenders with assurance that the ground lease of the Cooley Building will be for the agreed upon term in light of the uncertainty created by the binding successor doctrine.

**Property Description:** The property is located at 600 Russell Street, Starkville, Mississippi. The legal description of the proposed property to be sold is a parcel of land containing 3.33 acres, more or less, and being a part of Block 31 of the Starkville Land Company subdivision as platted and recorded in the Oktibbeha County Chancery Clerk's office in Plat Book 1 at page 15 (Slide 8) and also a portion of Lot 1 of Block 9 and Lot 1 of Block 9A of the University Urban Renewal Area, First Revision as platted and recorded in the Oktibbeha County Chancery Clerk's office in Plat Book 4 at pages 3-9 (Slides 72-75).

**Terms:** The MSU Foundation will have the right to purchase the Cooley Building if legislation is not passed that eliminates the right of MSU to terminate the lease based on the binding successor doctrine within eighteen (18) months of the closing date. Should legislation be passed within eighteen (18) months of the closing date, the Purchase Option Agreement that eliminates the right of MSU to terminate the lease based on the binding successor doctrine will terminate.

**Sale Price:** The university would sell the Cooley Building property (3.33 acres) to the MSU Foundation for the average of the two appraisals or \$700,000.00 whichever is greater. A Phase I Environmental Site Assessment (ESA) is not required for the sale of property.

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**Staff Recommendation: Board Policy Section 905 requires that Board approval is required for all sales of Real Property. The Attorney General's office has reviewed and approves these agreements. Board staff recommends approval.**

3. **UM- PERMISSION TO ENTER INTO CONTRACTUAL SERVICES AGREEMENT WITH SODEXO OPERATIONS, LLC.**

**Agenda Item Request:** The University of Mississippi (UM) requests approval to enter into a contract with SODEXO Operations, LLC for Student Housing Custodial Services.

**Contractor's Legal Name:** SODEXO Operations, LLC

**History of Contract:** The University has been in contract with Sodexo for these services since March 1, 2004. The current agreement is scheduled to end on February 28, 2014.

**Specific Type of Contract:** Outsourcing contract for Student Housing custodial services.

**Purpose:** This contract provides complete custodial services for the Student Housing residential facilities.

**Scope of Work:** The contractor shall provide all management, supervision, labor, materials, transportation, equipment, scheduling, and coordination required performing complete custodial services for all student housing facilities. UM Student Housing premises to be covered under this agreement consist of 1.52 million GSF of office, classrooms, break areas, halls, corridors, lavatories, and other common use areas. Custodial service to approximately 16 facilities is included in this agreement. The contractor shall provide services 7 days per week, 52 weeks per year.

**Term of Contract:** The initial contract period is not to exceed 60 months (5 years) beginning March 1, 2014 and ending on February 28, 2019. The University reserves the right to extend the contract for additional 5 year periods if both parties are in agreement, subject to State of Mississippi and IHL Board approval.

**Termination Options:** The contract may be terminated under the following conditions:

- for convenience after the university provides advance notice to the contractor at least 60-days in advance;
- for default after the contractor is given a reasonable opportunity to correct deficiencies
- the vendor may terminate for cause or convenience after providing the University 90-days advance written notice

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**Contract Amount:** The agreement states that UM will pay Sodexo a total of \$2,095,454 each year of the contract. Total contract fees will equal \$10,477,270 for the 5-year contract length.

Under terms of their proposal Sodexo has agreed to make a \$50,000 capital investment to modify and possibly expand the current office and storage areas utilized by the vendor on campus. UM will own the investment.

**Funding Source for Contract:** Student Housing funds (auxiliary)

**Contractor Selection Process:** UM issued a Request for Proposal (RFP) for Student Housing Custodial Services on August 30, 2013. Thirty-one companies were sent the RFP. Five companies submitted proposals by the bid deadline. The university created a selection committee consisting of Departments of Student Housing and Procurement personnel to review proposals. Factors considered by the selection committee in making their recommending included:

- Company background and experience (3<sup>rd</sup> priority)
- Personnel and staffing (5<sup>th</sup> priority)
- References (4<sup>th</sup> priority)
- Technical approach (1<sup>st</sup> priority)
- Detailed cost report and labor cost (2<sup>nd</sup> priority)

One of the five proposing companies failed to meet its minimum bid response requirements and was eliminated from further consideration. Another company's technical bid failed to score the minimum necessary to advance to the final phases of evaluation (cost and references). Three company proposals advanced to the final stages of evaluation. Those three companies with their financial proposals are presented below (listed from lowest to highest):

- GCA - \$1,888,056
- Sodexo - \$2,095,454
- SSC - \$2,902,040

Sodexo's cost proposal was not the lowest received (2<sup>nd</sup> lowest actually). The evaluation committee recommended Sodexo based on its technical approach and customer reference scores. In these two areas of the evaluation, Sodexo separated themselves from the other proposers. The University's personal experience and familiarity with the company as well impacted the evaluation scores.

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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 contracts for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. This agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.

4. **UMMC- REQUEST FOR APPROVAL TO ENTER INTO AGREEMENT WITH MEDTRONIC**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into an agreement with **Medtronic USA, Inc.** for the purchase of Cardiac Rhythm Disease Management (CRDM) devices and associated implementation products.

**Contractor's Legal Name:** Medtronic USA, Inc. (Medtronic)

**History of Contract:** This is a new agreement; however, UMMC currently purchases various surgical and/or medical supplies and disposables from Medtronic.

**Specific Type of Contract:** Purchase agreement.

**Purpose:** The purpose of this agreement is to secure discounted pricing for the *as needed* purchase of cardiac resynchronization devices and implementation supplies to be used by UMMC Electrophysiologists to treat patients with cardiac rhythm management issues.

**Scope of Work:** Under the agreement, UMMC will purchase devices and supplies which are used during patient cardiovascular invasive procedures. Medtronic agrees to provide as-needed instruction and/or training in the use of its products no additional cost to UMMC.

**Term of Contract:** The term of the agreement is for two (2) years beginning on or about February 1, 2014 through January 30, 2016.

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

- breach by either party of a material term of the agreement upon thirty (30) days written notice,
- at any time upon thirty (30) days written notice,
- reduction of funds,
- in the event either party becomes insolvent or suspends business, or becomes the subject of bankruptcy or receivership,

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- 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,
- failure by Medtronic to comply with the federal E-Verify Program, and
- a breach by Medtronic 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 two (2) year term is \$10,000,000; however, products will be purchased only on an “as needed” basis with no minimum purchase required.

The estimated contract cost is based historical numbers plus a contingency to cover an anticipated 50% increase in the number of products purchased due to increasing patient volume.

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

**Contractor Selection Process:** Medtronic 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.*

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**1. UMMC – APPROVAL OF AFFILIATION AGREEMENT BETWEEN UMMC  
AND FRIENDS OF CHILDREN’S HOSPITAL, INC.**

The University of Mississippi Medical Center (UMMC) requests approval to enter into an Affiliation Agreement between UMMC and Friends of Children’s Hospital, Inc. (Friends) in accordance with Board Policy 301.0806. The term of the agreement will be from February 1, 2014 to February 1, 2019. A copy of the proposed agreement is set out below.

**AFFILIATION AGREEMENT  
BETWEEN  
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER  
AND THE  
FRIENDS OF CHILDREN’S HOSPITAL**

This Agreement is made and entered into effective this 1st day of February, 2014 (the effective date) by and between The University of Mississippi Medical Center, a state institution of higher learning, organized and existing under the laws of the State of Mississippi (“UMMC”), and Friends of Children’s Hospital, Inc., a not-for-profit corporation duly chartered pursuant to the laws of the State of Mississippi (the “Friends”). This Agreement is designed to govern the relationship between UMMC and Friends by setting forth the terms and conditions under which UMMC will provide certain support and services for Friends and Friends will provide certain support and services for and on behalf of UMMC.

**PREAMBLE**

WHEREAS, Friends has been established as a not-for-profit, educational and charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, for the purposes outlined in its Charter of Incorporation dated September 4, 1990;

WHEREAS, UMMC has the authority and right to enter into agreements with affiliated 501(c) (3) not-for-profit organizations, subject to the Institutions of Higher Learning Board of Trustees (the “Board” or “IHL”) Policy 301.0806 (the “Policy”);

WHEREAS, Friends has the responsibility under its mission statement and as a not-for-profit corporation to use its resources in a responsible and effective manner to maintain an association of persons interested in the Blair E. Batson Hospital for Children at the University of Mississippi Medical Center (hereinafter called “BBHC”); and all of its pediatric programs; to focus public attention on the BBHC; to render volunteer service to the BBHC, its patients and parents; to encourage gifts, endowments and bequests to the BBHC through fundraising activities; to foster, create and promote statewide participation; and

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support other community organizations working for the betterment of the BBHC or any part thereof;

WHEREAS, UMMC and Friends have active fund-raising and development programs and Friends wishes to assist in the identification of donors and solicitation of donations which UMMC believes Friends can provide;

WHEREAS, UMMC and Friends anticipate that Friends will support UMMC in carrying out its mission; and

WHEREAS, UMMC and Friends desire to define the arrangement concerning services, facilities, premises and activities in support of each other as set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for good and valuable consideration, the adequacy of which is hereby acknowledged, UMMC and Friends do hereby agree as follows:

**ARTICLE 1. LEASE OF FACILITIES**

1.1 UMMC shall provide Friends with office space at the prevailing rate for comparable office space in Jackson, Mississippi, as well as parking privileges for UMMC employees performing work on behalf of Friends or UMMC's fund-raising activities. The rental fee charged Friends for this office space shall include the cost of all utilities other than telephone service charges, which charges shall be paid separately by UMMC. Future increases are anticipated to be based on approximate increases in market rates. Friends agrees to maintain the leased premises, to include equipment provided by Friends, in reasonable repair. All additions and improvements made to the leased premises by Friends which are not firmly affixed to a structure shall remain the property of Friends and may be removed by Friends at any time.

**ARTICLE 2. UMMC PERSONNEL AND SERVICES**

2.1 Friends may utilize, with the approval of the Chief Financial Officer of UMMC, whose approval shall not be unreasonably withheld, such UMMC administrative, professional and other employees from time to time as are needed to carry out the purposes of Friends which are for the benefit of BBHC.

2.2 Friends and UMMC agree that the portion of the cost incurred by utilizing UMMC employees for Friends' operational activities shall be reimbursed annually by Friends to UMMC. The reimbursement shall be based on the percentage of time UMMC

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employees devote to Friends' operations multiplied by the employee(s) annual compensation including benefit costs.

2.3 Friends shall reimburse UMMC for expenses UMMC incurs as a result of Friends' operations, if those expenses would not otherwise have been incurred by UMMC, specifically including mail and other such services provided on a monthly basis. The rate shall be the rate that is charged to UMMC departments for such services.

2.4 UMMC shall provide support services to Friends of the type provided to UMMC departments on a cost reimbursement basis including, but not limited to, utilities, fiber optic Internet cable connection, custodial services, printing and publication services, motor pool and, to the extent permitted by law, use of UMMC mail system and protection of UMMC Police Department.

2.5 UMMC shall provide Friends' employees staff identification cards, parking privileges, and access to UMMC's library at the same rates and under the same terms as those services and facilities are made available to UMMC's administrators and other employees.

2.6 The Vice Chancellor for Health Affairs of UMMC or his designee shall serve *ex officio* as a non-voting member of Friends' Board of Directors. Other UMMC employees may serve as non-voting *ex officio* members of the Board of Directors. No other UMMC employee or other persons directly or indirectly employed by the IHL shall serve as a voting member of Friends' Board of Directors.

2.7 The Vice Chancellor of UMMC or Batson Administrator shall submit requests to Friends from time to time for support of items or activities at the Batson Children's Hospital or other children's programs. Friends shall, consistent with the goals and priorities established by UMMC and conveyed to Friends, consider UMMC's request into its operating budget and may allocate funds and unrestricted gifts accordingly to the extent funds are available. Friends, in concert with donor intent or directives, if any, agrees to consider and communicate to UMMC Friends' ability and plans to fund BBHC's needs and priorities, as such needs and priorities are determined by the Vice Chancellor of UMMC. The UMMC Vice Chancellor and/or UMMC's Chair of Pediatrics and/or Batson Administrator, shall routinely update key Friends' personnel on UMMC initiatives involving private support to ensure that Friends and UMMC personnel are informed of fund raising needs and objectives.

2.8 UMMC's name and registered marks and logos ("marks") have great economic and public relations value to UMMC, its faculty, staff, alumni and students. UMMC owns, among other tangible assets, the names "Blair E. Batson Hospital for Children" and "Children's Hospital". Friends shall not assign or delegate the authority to



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use UMMC's name or registered marks or logos to any person or entity without the prior written approval of the Vice Chancellor of UMMC and the Director of UMMC's Licensing Program. To assist Friends in discharging its obligations under this Agreement and in soliciting, developing and generating private and corporate support for UMMC, UMMC grants Friends the following rights:

2.8 (a) A non-exclusive, non-transferable license to use UMMC trademarks, service marks and logos consistent with UMMC policy, including but not limited to a license to use marks developed by UMMC for use by Friends.

2.8 (b) The designation of Friends as a UMMC affiliated entity.

2.8 (c) Such other rights, privileges or benefits as UMMC Vice Chancellor, in his/her sole discretion, may determine will assist Friends in discharging its obligations under this Agreement.

2.8 (d) UMMC must first approve the use of any UMMC mark(s) prior to its/their use by Friends.

2.8 (e) Notwithstanding any terms concerning termination in Article 7 or any other article of this Agreement, UMMC may at any time, in its sole discretion and for any reason or no reason, revoke such license and Friends shall immediately cease any and all use of UMMC mark(s).

2.8 (f) In the event that Friends generates mark(s) on its own and uses such mark(s), the parties agree that UMMC shall not be responsible or liable in any way for any violations or infringement of intellectual property or trademark rights of third parties due to generation or use of such mark(s) by Friends.

**ARTICLE 3. FRIENDS' OBLIGATIONS**

3.1 Friends' primary purpose is to provide support to the BBHC in accordance with the provisions of its Charter of Incorporation and By-laws, which support includes, but is not limited to, maintaining an association of persons interested in the BBHC; and all of its pediatric programs; to focus public attention on the BBHC; to render volunteer service to the BBHC, its patients and parents; to encourage gifts, endowments and bequests to the BBHC through fundraising activities; to foster, create and promote statewide participation; and support other community organizations working for the betterment of the BBHC or any part thereof.

3.2 Friends, acting through its Board of Directors and staff, shall coordinate with UMMC's Office of Development in its fund-raising activities and development

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programs with individuals, corporations, foundations, governmental and other external organizations. However, no inference shall be taken from the foregoing sentence that Friends shall be controlled or subject to control by UMMC.

3.3 Friends, acting through its Board of Directors and staff, shall solicit funds and shall contribute funds and income from donations for the support of the BBHC patients, their families, BBHC faculty and staff, and other community organizations working for the benefit of BBHC, and other children's programs including, but not limited to, support for the purchase of BBHC equipment and supplies; for the construction, renovation and improvement of BBHC's physical facilities; for staff salaries; for the support of faculty, staff and student travel and research; for the support of faculty professorships, lectureships and endowed chairs; for the support of student scholarships; and for the support of other educational, research, cultural, scientific, public service and charitable programs and activities – all as Friends, in the sole discretion of its board, shall deem appropriate for Friends' support. When soliciting funds on behalf of BBHC, Friends agrees to accept only those gifts that are consistent with Friends' and BBHC's missions, goals and objectives, and shall manage all funds in a fiscally sound and prudent manner. The terms and conditions under which any portion of Friends' assets, or the income related thereto, may be used for the operations or other expenses of Friends shall be disclosed annually to the UMMC Vice Chancellor, in writing, at the same time as disclosure to UMMC of Friends' annual audited financial statements.

3.4 Friends in coordination and communication with the UMMC Office of Development shall receipt, acknowledge and express appreciation for all contributions of donors made on behalf of Friends, and shall keep accurate and current records of all such contributions. Assets of Friends shall be maintained pursuant to the Uniform Management of Institutional Funds Act (UMIFA) or Uniform Prudent Management of Institutional Funds Act (UPMIFA) as promulgated by the State of Mississippi. UMMC and IHL shall have rights of inspection of Friends records, pursuant to Section 3.11 below.

3.5 Friends may enter into contracts for professional, advisory or other personal services in carrying out its duties, but any such contracts entered into after the execution of this Agreement shall not exceed five years.

3.6 Friends shall maintain its separate financial and accounting records in accordance with generally accepted accounting principles applicable for its industry. Friends must cause to be prepared annual financial statements of the condition of Friends, which shall include such detail as IHL may from time to time require. Friends must also engage a Certified Public Accounting (CPA) firm to perform annual audits of Friends' annual financial statements, and Friends shall submit the audited financial statements, along with a list of its officers, directors or trustees, to the Vice Chancellor of UMMC, to

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the UM Chancellor and to IHL within three months following the completion of Friends' fiscal year. The CPA firm to be utilized by Friends must be approved by IHL, and Friends must request such approval not later than three (3) months prior to the end of Friends' fiscal year for which the audit will be conducted. Unless approval is specifically granted for multiple years, approval of a firm by the IHL Board for one year does not constitute approval for other years, and requests for approval of the CPA firm must be submitted on an annual basis.

3.7 Friends shall maintain a conflict-of-interest policy that complies with all requirements of Miss. Code Ann. §79-11-269 (1972), as amended from time to time.

3.8 Either party shall immediately deposit into the appropriate UMMC or Friends account any funds which are sent to that party but which are clearly intended to be funds designated for the other party's account. Gifts made to UMMC for the benefit of UMMC shall not be managed by Friends.

3.9 Friends shall perform any and all other acts and activities on behalf of UMMC, as Friends deems appropriate, in carrying out the purposes and mission of Friends, so long as consistent with the governing documents of Friends and the mission of UMMC.

3.10 Friends shall, to the best of its knowledge, promptly notify the UM Chancellor, the Vice Chancellor of UMMC and the IHL, in writing, if any of the following events ("Reportable Events") occur:

1. Friends has materially breached any of its contractual obligations under the Agreement;
2. Friends has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;
3. Friends has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;
4. There has been a failure by Friends or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of Friends;
5. Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on Friends or upon its status as a tax exempt organization; or
6. Friends has contracted with or entered into any business or pecuniary relationship with any of its board members, other than a full time employee of Friends, or any entity controlled directly or indirectly by the board member,

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which would reasonably be expected to provide for payment or benefits to that person exceeding the value of \$50,000 in any calendar year. The previous sentence creates a duty for Friends to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

3.11 If requested by UMMC, Friends shall provide any and all information and allow inspection of all records relating to the operation or management of Friends or any funds contributed to, received by, expended by or managed by Friends. To the extent that information is inspected, reviewed or received by the Vice Chancellor of UMMC or his/her designees with respect to the identity of donors who have expressly stated they wish to remain anonymous, or with respect to any information relating to the identification, cultivation and solicitation of donors, or with respect to personal, commercial, or proprietary information relating to a donor or his/her family or business, such information shall be treated as confidential by the Vice Chancellor and any designee who may acquire such information. UMMC shall take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. Such inspection, audit and review rights are also extended to the IHL and to persons selected by IHL, if IHL, acting upon its minutes, makes a finding that such inspection, audit and/or review is necessary to allow IHL to determine that Friends is appropriately complying with the Agreement and that funds intended to be used for the benefit of BBHC are appropriately maintained and expended. Upon IHL making such a finding, Friends will permit an audit, inspection or review of the financial and other records of Friends by persons selected by the IHL Board. Friends will allow those individuals selected by IHL to determine the appropriate scope of the investigation/review and the records to be examined. IHL will not unnecessarily disclose or disseminate any information relating to Friends, and in particular, any information related to donors to Friends. However, final determination as to the appropriate extent of any disclosure or other use of the information is in the discretion of the IHL Board. Any decision to release any information that would identify any particular donor shall be made by the IHL Board. No individual IHL Board member or employee of IHL will release such information without authorization from the IHL Board as reflected on its minutes. Friends shall fully cooperate with any such inquiries.

**ARTICLE 4. COMPLIANCE**

4.1 Friends shall comply with any and all federal and state laws and regulations.

**ARTICLE 5. INSURANCE**

5.1 Friends shall maintain General Liability insurance providing insurance coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate liability

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covering its employees and agents during the course and scope of their employment, providing protection from general liability risks, including, but not limited to, protection against claims of sexual harassment, discrimination or other violations of law.

5.2 Friends shall maintain Property Insurance in an amount sufficient to provide full replacement of all insured property to insure against the loss of the real property and any improvements associated with the insured premises.

5.3 Friends shall provide for the bonding of its officers and employees and shall maintain Directors and Officers liability insurance on members of its Board of Directors and officers, while performing as such.

5.4 Friends shall maintain Commercial Excess or Umbrella Coverage of \$4,000,000 in additional coverage in excess or over and above the basic coverage set forth above.

5.5 Friends shall maintain Worker's Compensation insurance, if required to do so by applicable law, or such other insurance coverage as may be required by applicable law.

**ARTICLE 6. REPORTING**

6.1 Friends shall, each year during this Agreement, submit to UM's Chancellor, to UMMC's Chief Financial Officer and to the IHL its annual audited financial statements for the prior fiscal year as set forth in Section 3.6 of this Agreement. Such submission shall also include a list of Friends officers, directors or trustees. Friends shall submit an annual report providing a detailed list of any supplemental compensation which was provided to UMMC for the purpose of providing any additional compensation to administrators, faculty or other UMMC Employees, it being agreed that any such payments shall only be made through UMMC's payroll system and with Chancellor approval. Understanding that no form of additional compensation may be underwritten for the UM Chancellor, the UMMC Vice Chancellor or for any IHL system office employee without IHL approval, Friends shall also provide documentation of approval from the IHL of any supplemental compensation provided to the UM Chancellor, the UMMC Vice Chancellor or provided to UMMC for purposes of supplementing the Chancellor's or the Vice Chancellor's salary. No form of additional compensation may be provided or paid by Friends, as to other UMMC employees, without the prior approval by the UMMC Vice Chancellor.

6.2 In order to facilitate transparency, Friends shall also maintain on its website, for public and UMMC inspection, a copy of this Agreement along with copies of the most recent annual audited financial statements, Form 990, By-laws, Charter, listing

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of the members of its Board of Directors, its conflict of interest policy and its investment policy.

6.3 Friends shall submit to the UM Chancellor, to the Vice Chancellor of UMMC and the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that Friends has examined its donor records and business transactions occurring during its fiscal year ending within the prior calendar year, and that to the best of its knowledge, there is no evidence that any Reportable Events occurred, other than those which have been duly reported to the UM Chancellor, to the Vice Chancellor of UMMC and the IHL, as required above in Section 3.10. Friends shall re-affirm that, in the event they become aware of any such Reportable Events, Friends will immediately notify, in writing, the UM Chancellor and the Vice Chancellor of UMMC.

**ARTICLE 7. TERMINATION AND RENEWAL**

7.1 This Agreement shall expire on February 1, 2019, if not renewed by mutual consent of the parties before that date.

7.2 UMMC may terminate this Agreement without cause with thirty (30) days' written notice to Friends and with the prior approval of the IHL, acting upon its minutes.

7.3 UMMC may terminate this Agreement for cause, without advance notice to Friends but with notice to the IHL and with prior approval of the IHL, acting upon its minutes. Friends may not terminate this Agreement without the prior approval of the Vice Chancellor of UM and the IHL.

7.4 Upon termination and non-renewal of this Agreement, (1) Friends shall immediately cease to use and shall not assign or delegate the authority to use UMMC's or BBHC's name or registered marks or logos or the name "Children's Hospital" to any person or entity without the written approval of the Chancellor, and UMMC shall immediately cease to use and shall not assign or delegate any authority to use Friends' name, registered or unregistered marks, or logos to any person or entity without the written approval of Friends, (2) Friends shall remit any and all unrestricted funds held for the benefit of UMMC or BBHC to UMMC or to such entity as designated in writing by the Chancellor on behalf of UMMC for the benefit of BBHC, (3) Friends shall work in concert with its donors, to the extent practicable and allowed by law, to move any restricted funds held for the benefit of BBHC or UMMC to UMMC or to such entity as designated in writing by the Chancellor on behalf of UMMC for the benefit of BBHC, (4) Friends shall work in concert with persons or entities with which it had contractual relations to the extent practical and allowed by law, to assign any contracts to such entity

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as designated by the UM Chancellor, and (5) Friends shall work in concert with UMMC to provide UMMC or its designee with records and materials of Friends as are necessary to continue the business and/or wind up the affairs of Friends. Nothing in this Agreement shall imply that Friends is required to dissolve and/or wind up its affairs upon termination of this Agreement.

7.5 Friends agrees to immediately cease using UMMC's name, the name "Blair E. Batson Hospital for Children", the name "Children's Hospital" and all other UMMC owned names, marks and logos in the event that this Agreement is terminated, or if Friends dissolves, ceases to be a non-profit corporation or ceases to be recognized by the Internal Revenue Service as a tax exempt entity under Section 501(c)(3) of the Internal Revenue Code.

7.6 UMMC and Friends expect there to exist a cooperative relationship in good faith between them. In the event the Vice Chancellor determines that such cooperation is not in place and, in the Vice Chancellor's view, the relationship with Friends is detrimental to the wellbeing of UMMC, the Vice Chancellor shall refer the matter to the Chancellor of the University of Mississippi. If the Chancellor of the University of Mississippi agrees that there is a lack of cooperation between UMMC and Friends, and that such lack of cooperation is detrimental to the well being of UMMC, he/she shall notify the IHL Board to allow the IHL to intervene to reconcile the parties. However, if the IHL determines and notifies the Vice Chancellor that it is in the best interest of UMMC that the then current members of the Friends' Board of Directors be replaced, the Vice Chancellor shall then provide written notice to the members of the Friends' Board of Directors of same. The process described below for replacing Friends then current Board of Directors shall be completed within 90 days from the date of the Vice Chancellor's written notice to Friends. Upon receipt of the Vice Chancellor's written notice, the members of the Friends Board of Directors shall each submit their resignations as Directors as provided in Miss. Code Ann. Section 79-11-243 (1972), as amended, to be effective upon selection of a new Board of Directors as provided below. A five-person Commission shall then be created to appoint a new Board of Directors of Friends. The Commission membership will be selected as follows: (1) one member nominated by the Chancellor of the University of Mississippi, (2) one member nominated by the IHL, (3) One member nominated by the Board of Friends, (4) one member nominated by the Chair of Friends, and (5) one member nominated by the current President of the University of Mississippi Alumni Association; however, this person may not nominate as a member of the Commission anyone who at the time of nomination is serving as (i) a UMMC or IHL employee or (ii) an employee, officer, trustee, or director of any UMMC affiliated support organization or foundation, including Friends. The Commission shall then appoint, by majority vote, members to the Friends' Board of Directors to replace the then current Directors that will have submitted resignations. The newly elected Board of Directors of Friends shall then elect new officers.

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7.7 In the unlikely event that the Commission, as described in 7.6 above, shall have to select a new Board of Directors for Friends, it is expressly understood that any, or all, of the new Directors may include previous Friends' Directors, and that in such instance, any such previous Friends' Board Directors may be reelected to serve. It is the parties' intent that Section 7.6 accomplishes the purposes of IHL Board Policy 301.0806 I. In order to make Friends' Bylaws and Charter/Articles of Incorporation consistent with the provisions set out within Section 7.6 above, as well as with any other provisions of this Agreement, Friends agrees to amend its Bylaws and Charter/Articles of Incorporation as required to make same consistent with all terms of this Affiliation Agreement.

**ARTICLE 8. MISCELLANEOUS PROVISIONS**

8.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Mississippi.

8.2 The parties agree that Friends is not the agent or employee of UMMC, and nothing in this Agreement creates an employment or other agency relationship between the parties.

8.3 Neither UMMC nor Friends shall have any liability for the obligations, acts, or omissions of the other party.

8.4 The parties agree that Friends is a private, independent entity and, as such, is not governed by the IHL, but rather has its own governing Board of Directors. Accordingly, to the extent permitted by the laws of the State of Mississippi applicable to a public institution of higher learning, each party to this Agreement shall be responsible for its own obligations, acts or omissions.

8.5 UMMC and Friends agree that Friends' donor and giving records and any other financial or commercial information possessed by Friends or provided by Friends to UMMC concerning individuals or corporations that provide Friends financial support are confidential and proprietary. Except as otherwise provided in Section 3.11 above, unless required to disclose such information by applicable law, UMMC and Friends agree not to disclose to third parties and to keep confidential the giving records, giving history and financial or commercial information of individuals and corporations that provide financial support to Friends.

8.6 In the performance of this Agreement, Friends shall not deny employment opportunities to any person on the basis of race, color, religion, ethnic group identification, sex, age, physical or mental disability, medical condition, or veteran's



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status. Friends agrees to comply with all non-discriminatory laws and policies that UMMC promulgates and to which UMMC is subject.

8.7 The parties hereto acknowledge that this Agreement sets forth the entire agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto. Any such change or modification to this Agreement must be approved by the IHL Board prior to execution.

8.8 The provisions of this Agreement are severable, and in the event that any provisions of the Agreement shall be determined to be invalid or non-enforceable under any controlling body of the law, such invalidity or non-enforceability shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.

8.9 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of the Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

8.10 This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other, which consent shall not be unreasonably withheld.

8.11 Friends' obligations pursuant to this Agreement shall also extend, as applicable, to any entity it owns or controls, with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of university auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the use/purpose of any such special purpose entity ever changes, the special purpose entity would then be required to comply with any and all provisions of this Agreement.

**ARTICLE 9. NOTICE**

9.1 Any notice to either party hereunder shall be in writing signed by the party given it, and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or overnight mail, or when sent by Federal Express or a comparable service, or hand-delivered, when addressed as follows:

Signatures on following page

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To UMMC:

To Friends:

\_\_\_\_\_  
James E. Keeton, M.D.  
Vice Chancellor for Health Affairs  
University of Mississippi  
Medical Center  
2500 North State Street  
Jackson, MS 39216-4505

\_\_\_\_\_  
cc: Will Dukes, Wise Carter  
Counsel for Friends  
P.O. Box 651  
Jackson, MS 39205-0651

cc: General Counsel's Office  
or to such other addressee as may be hereafter designated by written notice.

IN WITNESS WHEREOF, UMMC and Friends, acting through the Vice Chancellor of UMMC and the Chairman of Friends, respectively, execute this Agreement on this the \_\_ day of \_\_\_\_\_, 2014.

THE UNIVERSITY OF MISSISSIPPI  
MEDICAL CENTER

FRIENDS OF CHILDREN'S  
HOSPITAL

By: \_\_\_\_\_  
James E. Keeton, M.D.

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

**ACKNOWLEDGMENT**

State of Mississippi  
County of Hinds

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, known by me to be the Vice Chancellor of The University of Mississippi Medical Center, who executed the aforesaid Agreement, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014, on behalf of UMMC of Mississippi, being duly authorized so to do.

\_\_\_\_\_  
Notary Public

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My Commission Expires:

\_\_\_\_\_

**ACKNOWLEDGMENT**

State of Mississippi  
County of Hinds

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named, known by me to be the Chairman of Friends of Children's Hospital, who executed the aforesaid Agreement on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014, for and on behalf of Friends of Children's Hospital, being duly authorized so to do.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

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

**2. UMMC - APPROVAL TO SETTLE TORT CLAIM**

The University of Mississippi Medical Center is seeking board approval for settlement of Tort Claim No. 1808 Greg Gabriel

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

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1. **SYSTEM - ELECTION OF VICE PRESIDENT OF THE BOARD OF TRUSTEES FOR THE TERM BEGINNING FEBRUARY 1, 2014 AND ENDING DECEMBER 31, 2014**

Pursuant to the requirements of policy 301.02 Election of Officers, the Board is to elect its officers at the meeting held three months before new officers are to take office, unless no Board meeting is held during that month. The terms of the current Board officers will expire as of January 31, 2014. Therefore, new Board officers will take office as of February 1, 2014. The current Vice President of the Board will automatically succeed to the office of Board President on February 1, 2014. Since the Board does not plan to meet in December 2013, the election of a new Vice President is on this agenda. Applicable Board policies regarding the terms of Board officers and the election of Board officers are as indicated below:

**301.01 OFFICERS OF THE BOARD**

**A. PRESIDENT:**

There shall be a president elected by the Board from its membership. It is expected that each member of a class of Trustees shall be elected to serve as President, unless a Trustee elects not to serve. A class of Trustees shall consist of those Trustees who take office on the same date, or those whose terms as trustees end on the same date. Each member of the class of Trustees that took office as of May 2004 shall serve eleven months as president, unless he/she elects not to serve. The first Trustee elected as President from the class of Trustees that took office in 2004 shall begin his/her presidential term on May 1, 2011. Each member of the class of Trustees that took office as of May 2008 shall serve ten months as president, unless he/she elects not to serve. Each member of the class of Trustees that shall take office as of May 2012, as well as the members of all subsequent classes, shall serve nine months as president, unless he/she elects not to serve. If a member of a class of Trustees elects not to serve, another member of the class may serve more than one term, if elected. The president of the Board shall preside at all meetings of the Board; he or she shall be an ex officio member of all standing and special committees; he or she shall, with the Commissioner, execute such instruments and contracts as may be ordered by the Board; he or she shall perform such duties as usually pertain to this office and such other duties as may be assigned by the Board; and he or she shall be governed in his action by the usual parliamentary procedure. When the presiding officer has voted and the result is a tie, he cannot vote again to break the tie. The president of the Board may not immediately succeed himself/herself as president after having served a full term.

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**B. VICE PRESIDENT:**

There shall be a vice president elected by the Board from its membership. A vice president shall serve until completion of the term of the president that the vice president will succeed. The vice president shall preside at meetings of the Board in the absence or disability of the president.

The vice president of the Board shall automatically succeed to the office of president after having served a term as vice president.

The vice president shall become president upon the resignation, removal, death or incapacity of the president.

**301.02 ELECTION OF OFFICERS**

The Board of Trustees shall elect its officers at the meeting of the Board held three months before new officers are to take office, unless no meeting is held during that month. However, the Board may vote, if it so chooses, to hold the election of officers at another meeting of the Board.

2. **SYSTEM – REQUEST FOR APPROVAL TO WAIVE THE REQUIREMENT FOR FIRST READING OF PROPOSED AMENDMENTS TO BOARD POLICY 906 EDUCATIONAL BUILDING CORPORATIONS AND TO GRANT FINAL APPROVAL OF SAME**

The Board is requested to vote to waive the requirement for a first reading of the below proposed changes to Policy 906 Educational Building Corporations and to grant final approval of same. These changes are proposed in order to make the policy reflect actual practice regarding the Board's approval of a senior underwriter, as opposed to approval of an underwriter generally. Further, since Mississippi law does not require approval of a financial institution to serve as a trustee under a trust indenture, as an escrow agent under an escrow agreement, or as a lender to an educational building corporation, changes to the policy are proposed to make policy language consistent with Mississippi law, and for clarification and consistency. Lastly, changes are proposed to clarify which types of bond documents are to require Board approval and which types are to be provided to Board staff for informational purposes.

**906 EDUCATIONAL BUILDING CORPORATIONS**

Miss. Code Ann., Section 37-101-61, (1972), as amended, grants the state institutions of higher learning the authority to form nonprofit corporations for the purpose of acquiring or constructing facilities for use by the institution. These educational building

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corporations are granted the authority to issue bonds or other forms of debt obligations (if required for the type of debt to be issued) for the construction and renovation of facilities.

Prior to Board consideration of an institution's request to issue debt by the educational building corporation, Board staff, in conjunction with institutional staff, must select a financial advisor(s) to represent the interests of the Board, the educational building corporation and the institution to provide the Board with an independent analysis of the institution's financial condition, and to verify that proposed revenue stream(s) are sufficient to repay the debt service and to recommend the project's viability. If the educational building corporation will issue commercial paper, the financial advisor shall also calculate an opinion of the breakeven interest rate to long term bond to justify the use of commercial paper. The financial advisor(s) shall meet such qualifications and perform such services as may be prescribed by the institution, the Board or its staff.

Payment to the financial advisor(s) shall be made by the institution, or the institution's educational building corporation, without regard for whether the Board approves the construction or renovation or whether the institution or educational building corporation constructs the project.

The institution shall submit the report of the financial advisor(s) and the request for a project initiation to the Board for approval. The request must state the institution's intent, justify the need for the project and give an estimate of the total construction budget. The request must also include naming the design professionals, bond counsel and ~~underwriter~~ the senior underwriter(s) selected by the board of the educational building corporation.

Any selection of a financial institution to serve as trustee under a trust indenture, as escrow agent under an escrow agreement, or as a lender to an educational building corporation, either directly or through the purchase of obligations of the educational building corporation, shall be made by the educational building corporation in its sole discretion and shall not be subject to approval by the Board.

If the educational building corporation elects to borrow directly from a financial institution, rather than selling bonds through an underwriter, the educational building corporation shall seek proposals from multiple financial institutions in a competitive process. Copies of the request for proposals and the proposals received shall be maintained in the records of the educational building corporation until three years after the debt is retired.

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Following the Board's approval of the project initiation, the institution shall return to the Board at a subsequent meeting and present a resolution for Board approval granting permission for issuing bonds or other forms of debt obligations for the specific project and for approval of the following documents to which the Board will be a party: the lease, the ground lease, the preliminary official statement (if required for the type of debt to be issued), ~~the trust indenture, and~~ the continuing disclosure agreement (if required for the type of debt to be issued) ~~and the bond purchase agreement or dealer agreement, as applicable.~~ The resolution also grants permission for the documents to be executed. In no case shall the educational building corporation issue bonds or other forms of debt obligations without specific approval of the debt obligations from the Board for specific projects.

Prior to the approval of the resolution by the Board, the educational building corporation should submit to the Board staff, for informational purposes only, the form of any documents to be entered into by the educational building corporation in connection with the issuance of bonds or other debt, but to which the Board is not a party.

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

# **INFORMATION AGENDAS**



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**SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE  
November 21, 2013 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 101-283 – Campus Safety and Security**

**Staff Approval:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Schematic Design Documents** as submitted by S&S Engineers.

**Staff Approval Date:** December 5, 2013

**Project Initiation Date:** February 16, 2012

**Design Professional:** S&S Engineers

**General Contractor:** TBD

**Project Budget:** \$1,500,000.00

**2. DSU– GS 102-237 – Caylor White Walters – Phase III (Rebid)**

**Staff Approval:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #2** in the amount of \$137,923.51 and forty-eight (48) additional days to the contract of Panola Construction company, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property.

**Staff Approval Date:** December 4, 2013

**Change Order Justification:** **Change Order #2** is necessary to provide a temporary wall at room 258 to allow installation of electrical panel feeding in phase 1, to provide wall type 5, to provide credit for addition of drinking fountain and associated work at the planetarium, provide new drinking fountain in corridor 100 A and provide new frame, door, and hardware in access room, to provide structural bracing at existing CMU wall, to provide raised floor steps and handrails in room 156, change studs size to accommodate plumbing in room 156, 162, 165, 166, and 169, provide abuse resistant gypsum board in room 171, provide larger expansion joints in room 202B, provide new opening in room 247, to provide tie in from existing roof drain to 6” storm line, to provide aggregate base & asphalt to infill water line trench.

**Total Project Change Orders and Amount:** Two (2) change orders for a total amount of \$212,684.62.

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

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**Design Professional:** Architecture South, P.A.

**General Contractor:** Panola Construction Company, Inc.

**Project Budget:** \$15,715,249.00

**3. JSU– GS 103-234 – ADA Compliance Phase IIB (BP2)**

**Staff Approval:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #1** in the amount of \$47,596.70 and four hundred nine (409) additional days to the contract of WFT Architect, P.A. Approval is requested from the Bureau of Building, Grounds, and Real Property.

**Staff Approval Date:** November 18, 2013

**Change Order Justification:** **Change Order #1** is necessary to provide additional toilet partitions to match the partitions originally installed, to provide handrails for the Jones-Sampson Bldg., to provide needed electrical power changes to elevators, to replace floor drains at J.Y. Woodard Bldg. due to latent conditions requiring immediate alteration, to repair water line at Jones-Sampson Bldg. due to latent conditions, to repair pipe & move floor drains at E.T. Stewart hall, to relocate fire sprinkler heads, to provide bathroom light fixtures for McAllister-Whiteside Hall, and to add contract time only for delays.

**Total Project Change Orders and Amount:** One (1) change order for a total amount of \$47,596.70.

**Project Initiation Date:** June 12, 2007

**Design Professional:** WFT Architect, P.A.

**General Contractor:** Coleman Hammons Construction Co., Inc.

**Project Budget:** \$5,632,985.50

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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 **Contract Documents** as submitted by Atherton Consulting Engineers, Inc., 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:** November 26, 2013

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

**Design Professional:** Atherton Consulting Engineers

**General Contractor:** TBD

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

**5. MSU– GS 105-343 – Lee Hall Renovation**

**Staff Approval:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #7** in the amount of \$321.92 and twelve (12) 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:** November 26, 2013

**Change Order Justification:** **Change Order #7** is necessary to provide 120v power to each air terminal unit that was intended to be handled in the HVAC controls allowance but was omitted, to omit a section of millwork in room 1010 due to latent conditions, to install an expansion joint cover at the auditorium roof due to latent conditions, to omit future card access for the 3<sup>rd</sup> & 4<sup>th</sup> floors that were omitted during design but not completely removed from the documents, to replace the site water line for fire protection from the new rerouted water line into Lee Hall, to reconcile the balance of funds remaining in the HVAC controls allowance, to install doors in seating 4001 to the north office and between two north offices.

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**Total Project Change Orders and Amount:** Seven (7) change orders for a total amount of \$638,775.74.

**Project Initiation Date:** June 16, 2011

**Design Professional:** Dale and Associates Architects, P.A.

**General Contractor:** West Brothers Construction, Inc.

**Project Budget:** \$20,700,000.00

**6. MSU – IHL 105-345 GC01 – Classroom Building with Parking**

**Staff Approval:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved the award of contract to Evan Johnson & Sons Construction, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property.

**Staff Approval Date:** November 5, 2013

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

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

**General Contractor:** Evan Johnson & Sons Construction, Inc.

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

**7. MSU – GS 113-130 – Necropsy Renovation**

**Staff Approval:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #12** in the amount of \$21,714.77 and fourteen (14) additional days to the contract of T.L. Wallace Construction, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property.

**Staff Approval Date:** October 30, 2013

**Change Order Justification:** **Change Order #12** is necessary to provide additional striping, to furnish & install proper hose reel supports, to add compressed air to the sterilizer, to delete the concrete paving between the cooling tower and the small

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incinerator, to install a pad for the diesel tank, to install crushed stone & stabilization fabric, to credit for fencing labor, to furnish & install a new day tank in the boiler room to install a permanent gate, and to add 3 days due to weather delays.

**Total Project Change Orders and Amount:** Twelve (12) change orders for a total amount of \$835,634.63.

**Project Initiation Date:** October 21, 2010

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

**General Contractor:** T.L. Wallace Construction, Inc.

**Project Budget:** \$12,197,791.22

**8. MSU– IHL 205-267 – MSU Fresh Food Company**

**Staff Approval #1:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Contract Documents** as submitted by JH&H Architects, design professional.

**Staff Approval #2:** In accordance with Board Policy §904 (A) Board Approval, Board staff **approved request to advertise for receipt of bids.**

**Staff Approval Date:** November 4, 2013

**Project Initiation Date:** September 11, 2012

**Design Professional:** JH&H Architects

**General Contractor:** TBD

**Project Budget:** \$12,500,000.00

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**9. MUW – GS 104-178 – Fant Library Renovation, Phase I**

**Staff Approval:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #5** in the **credit amount** of \$15,581.46 and sixty-two (62) 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:** November 6, 2013

**Change Order Justification:** **Change Order #5** is necessary to credit for deletion of carpet installation, floor boxes in the classroom tired seating area of the south addition, deletion of requirement to relocate & install an OAU located at the sw corner of the south addition, to reconfigure two CMU recesses to allow installation of the Raynor overhead fire doors at the ASRS and to add 62 additional days due to weather delays.

**Total Project Change Orders and Amount:** Five (5) change orders for a total amount of \$81,133.89.

**Project Initiation Date:** October 20, 2011

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

**General Contractor:** West Brothers Construction, Inc.

**Project Budget:** \$6,800,000.00

**10. MUW– GS 104-178 – Fant Library Renovation, Phase II**

**Staff Approval #1:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Contract Documents** as submitted by Burris/Wagnon Architects, P.A. 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:** October 30, 2013

**Project Initiation Date:** June 20, 2013

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

**General Contractor:** TBD

**Project Budget:** \$5,100,000.00

**11. MVSU – GS 106-237 – Harrison Renovation Expansion**

**Staff Approval:** In accordance with Board Policy §904 (A) Board Approval, Board staff **approved the award of contract** to Evan Johnson & Sons Construction, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property.

**Staff Approval Date:** December 4, 2013

**Project Initiation Date:** January 20, 2011

**Design Professional:** Pryor-Morrow/Vernell Barnes Architect

**General Contractor:** Evan Johnson & Sons Construction, Inc.

**Project Budget:** \$17,500,000.00

**12. UM– GS 107-311 – Music Hall Mechanical Upgrade & West Wing Renovation**

**Staff Approval:** In accordance with Board Policy §904 (A) Board Approval, Board staff **approved the award of contract** to D. Carroll Construction, LLC. Approval is requested from the Bureau of Building, Grounds, and Real Property.

**Staff Approval Date:** October 29, 2013

**Project Initiation Date:** November 15, 2012

**Design Professional:** Shafer & Associates

**General Contractor:** D. Carroll Construction, LLC

**Project Budget:** \$4,650,000.00



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**13. UM– IHL 207-341 – Thad Cochran Natural Product Center Phase II**

**Staff Approval #1:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Contract Documents** as submitted by Cooke Douglass Farr Lemons Architects.

**Staff Approval #2:** In accordance with Board Policy §904 (A) Board Approval, Board staff **approved request to advertise for receipt of bids.**

**Staff Approval Date:** November 18, 2013

**Project Initiation Date:** May 20, 2010

**Design Professional:** Cooke Douglass Farr Lemons Architects

**General Contractor:** TBD

**Project Budget:** \$40,000,000.00

**14. UM– IHL 207-348 – Johnson Commons West Renovation**

**Staff Approval #1:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #8** in the amount of \$51,304.95 and zero (0) additional days to the contract of Zellner Construction.

**Staff Approval #2:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #9** in the amount of \$53,718.66 and zero (0) additional days to the contract of Zellner Construction.

**Staff Approval Date:** (#1) November 6, 2013; (#2) November 26, 2013

**Change Order Justification:** **Change Order #8** is necessary for abatement of asbestos containing material & soil discovered in the trench during excavation, and related work to support the abatement including excavation, new fill and re-grading. **Change Order #9** is necessary to install UNI-I tapping tee to connect the new planter drainage system to the existing stormwater detention system, to furnish & install brick benches to cover the top of the concrete column footings exposed above grade after excavation for the new dining patio, to furnish & install stainless steel wall panels below the hoods in lieu of specified FRP, to furnish & install FRP wall covering in warewash room 135 in lieu of paint, and

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to furnish & install washable tile ceilings in warewash room 208 in lieu of specified ACT.

**Total Project Change Orders and Amount:** Nine (9) change orders for a total amount of \$1,367,494.43.

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

**Design Professional:** Tipton Associates, A Professional Architectural Corporation

**General Contractor:** Zellner Construction

**Project Budget:** \$14,500,000.00

**15. UM – IHL 207-353 – Coulter Hall Addition and Renovation**

**Staff Approval:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #1** in the amount of \$25,736.00 and zero (0) additional days to the contract of Carothers Construction, Inc.

**Staff Approval Date:** November 8, 2013

**Change Order Justification:** **Change Order #1** is necessary to install chilled water lines due to faulty existing valves, termite treatment to soil in additional areas not included in the original project scope, and to deduct for controls allowance.

**Total Project Change Orders and Amount:** One (1) change order for a total amount of \$25,736.00.

**Project Initiation Date:** February 16, 2012

**Design Professional:** BEJ-CDFL – A Professional Association

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

**Project Budget:** \$18,000,000.00

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

**Staff Approval:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Design Development Documents** as submitted by The McCarty Company Design Group, P.A.

**Staff Approval Date:** December 9, 2013

**Project Initiation Date:** March 21, 2013

**Design Professional:** The McCarty Company Design Group, P.A.

**General Contractor:** TBD

**Project Budget:** \$6,600,000.00

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

**Staff Approval:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved the award of contract to CBI.

**Staff Approval Date:** November 6, 2013

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

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

**General Contractor:** CBI

**Project Budget:** \$2,500,000.00

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**18. UM– IHL 207-370 – Turner Center Basement Renovation**

**Staff Approval #1:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Contract Documents** as submitted by The McCarty Design Group, P.A.

**Staff Approval #2:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **request to advertise for receipt of bids.**

**Staff Approval Date:** November 6, 2013

**Project Initiation Date:** March 21, 2013

**Design Professional:** The McCarty Company Design Group, P.A.

**General Contractor:** TBD

**Project Budget:** \$1,500,000.00

**19. UM– IHL 207-373 – Faser Hall Second Floor Skills Lab**

**Staff Approval:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved the **award of contract** to Anco Construction, Inc.

**Staff Approval Date:** November 12, 2013

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

**Design Professional:** Cooke Douglass Farr Lemons Architects & Engineers, P.A.

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

**Project Budget:** \$1,500,000.00

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**20. UM– IHL 207-374 – Lamar Hall Phase IIA Envelope Restoration**

**Interim Approval:** In accordance with Board Policy §904 (B) Board Approval, *Interim Chair Approval* was granted by Mr. Hal Parker, Chair of the Real Estate and Facilities Committee on October 23, 2013 **initiating and approving the professional** for the Lamar Hall Phase IIA Envelope Restoration. The project began with a budget below \$1M threshold for reporting to IHL, but has now exceeded the \$1M limit due to additional structural work required on the exterior stone panels. The budget is being initiated at \$1,100,000 and will be funded with internal repair and renovation funds.

**Interim Approval Date:** October 23, 2013

**Project Initiation Date:** October 23, 2013

**Design Professional:** Barlow Eddy Jenkins Architects, P.A.

**General Contractor:** D. Carroll Construction, LLC

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

**21. UM – IHL 207-374 – Lamar Hall Phase IIA Envelope Restoration**

**Staff Approval:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #5** in the amount of \$0.00 and seven (7) additional days to the contract of D. Carroll Construction, LLC.

**Staff Approval Date:** December 5, 2013

**Change Order Justification:** **Change Order #5** is necessary to add days due to inclement weather.

**Total Project Change Orders and Amount:** Five (5) change orders. The previous four change orders were incurred when project was under the \$1M threshold. Change Order #5 is for the additional days incurred when the budget exceeded the \$1M threshold.

**Project Initiation Date:** October 23, 2013

**Design Professional:** BEJ-CDFL – A Professional Association

**General Contractor:** D. Carroll Construction, LLC

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

**22. UMMC – IHL 209-532 – Cardiovascular Renovations**

**Staff Approval:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #11** in the amount of \$7,762.00 and zero (0) additional days to the contract of Fountain Construction Company, Inc. .

**Staff Approval Date:** October 30, 2013

**Change Order Justification:** **Change Order #11** is necessary for additional batt insulation in the exterior wall detail around the elevator shaft & adjacent wall, door changes reducing the openings in doors 2020 & 3013, and additional insulation added to some existing ductwork in the mauve desk ceiling area.

**Total Project Change Orders and Amount:** Eleven (11) change orders for a total amount of \$342,216.84.

**Project Initiation Date:** February 18, 2010

**Design Professional:** Cooke Douglas Farr Lemons Architects & Engineers, P.A.

**General Contractor:** Fountain Construction Company, Inc.

**Project Budget:** \$20,182,526.00

**23. UMMC – IHL 209-534B – Contract 2 – Parking, Roadways and Infrastructure Renovations**

**Staff Approval:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #9** in the **credit amount** of \$84,690.13 and zero (0) additional days to the contract of Hemphill Construction, Inc.

**Staff Approval Date:** November 7, 2013

**Change Order Justification:** **Change Order #9** is necessary to credit for adjustments and various pay items to account for actual quantities used vs original design quantities.

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**Total Project Change Orders and Amount:** Nine (9) change orders for a total amount of \$973,227.76.

**Project Initiation Date:** April 15, 2010

**Design Professional:** Cooke Douglass Farr Lemons Architects, P.A.

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

**Project Budget:** \$13,750,000.00

**24. UMMC– IHL 209-539 – Lexington Hospital Renovations**

**Staff Approval #1:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Contract Documents** as submitted by The McCarty Design Group, P.A.

**Staff Approval #2:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **request to advertise for receipt of bids.**

**Staff Approval Date:** November 5, 2013

**Project Initiation Date:** January 20, 2011

**Design Professional:** The McCarty Company Design Group, P.A.

**General Contractor:** TBD

**Project Budget:** \$4,479,107.00

**25. UMMC – IHL 209-548 – School of Medicine Utilities**

**Staff Approval:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **the award of contract** to Fountain Construction Company, Inc.

**Staff Approval Date:** October 28, 2013

**Project Initiation Date:** August 15, 2013

**Design Professional:** CDFL + ELEY, A Joint Venture

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**General Contractor:** Fountain Construction Company, Inc.

**Project Budget:** \$10,000,000.00

**26. USM– GS 108-267 – College of Business Building**

**Staff Approval:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #8** in the amount of \$51,746.32 and eighty-three (83) additional days to the contract of Hanco Corporation. Approval is requested from the Bureau of Building, Grounds, and Real Property.

**Staff Approval Date:** December 6, 2013

**Change Order Justification:** **Change Order #8** is necessary for work related to structural changes for grade beams at the corner stairs along column lines and controls, changing the AMP rating of the 3 circuit breakers feeding the 3 PHWPs, adding 3 poles, 30 amp breakers for the 4 HWB's, to add structural steel that required support of the precast at the east elevation of the 2<sup>nd</sup> floor between column lines, changing 'Z' type light fixtures to Visa Lighting CP4284 and deleting three type 'Z' fixtures and lowering devices located over the auditorium stage, lighting changes in fixtures in various classrooms, and adding 56 additional days due to weather delays.

**Total Project Change Orders and Amount:** Eight (8) change orders for a total amount of \$230,914.80.

**Project Initiation Date:** March 2, 2005

**Design Professional:** Eley Guild Hardy Architects-Jackson, P.A./Studio South Architects, PLLC – A Joint Venture.

**General Contractor:** Hanco Corporation

**Project Budget:** \$34,000,000.00



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**27. USM – IHL 208-313 – Fine Arts Complex Tornado Repairs and Renovations**

**Interim Approval:** In accordance with Board Policy §904 (B) Board Approval, *Interim Chair Approval* was granted by Mr. Hal Parker, Chair of the Real Estate and Facilities Committee on October 23, 2013 **increasing the budget** for the Fine Arts Complex Tornado Repairs project from \$4,664,516. 84 to \$5,402,302.84 for a total increase of \$737,786.27.

**Interim Approval Date:** November 8, 2013

**Project Initiation Date:** June 4, 2013

**Design Professional:** Allred Architectural Group

**General Contractor:** B.W. Sullivan Building Contractor, Inc.

**Project Budget:** \$5,402,302.84

**28. USM – IHL 208-313 – Fine Arts Complex Tornado Repairs and Renovations**

**Staff Approval:** In accordance with Board Policy §904 (A) Board Approval, Board staff **approved the award of contract** to Fountain Construction Company, Inc.

**Staff Approval Date:** November 8, 2013

**Project Initiation Date:** June 4, 2013

**Design Professional:** Allred Architectural Group

**General Contractor:** B.W. Sullivan Building Contractor, Inc.

**Project Budget:** \$5,402,302.84

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**29. USM– IHL 210-243 – Marine Education Center – Cedar Point**

**Staff Approval:** In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Schematic Design Documents** as submitted by Lake/Flato Architects.

**Staff Approval Date:** December 4, 2013

**Project Initiation Date:** August 21, 2008

**Design Professional:** Lake/Flato Architects

**General Contractor:** TBD

**Project Budget:** \$13,205,000.00

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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 Butler, Snow, O'Mara, Stevens & Cannada (statement dated 11/20/13) from the funds of Mississippi State University. (This statement, in the amount of \$129.00, represents services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 129.00**

Payment of legal fees for professional services rendered by Ware/Gasparian (statement dated 11/19/13) from the funds of Mississippi State University. (This statement, in the amount of \$2,500.00, represents services and expenses in connection with labor certifications.)

**TOTAL DUE.....\$ 2,500.00**

Payment of legal fees for professional services rendered by Evans Petree (statements dated 10/3/13, 11/4/13 and 11/7/13) from the funds of the University of Mississippi. (These statements, in the amounts of \$2,524.17, \$1,637.50 and \$6,047.50, respectively, represent services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 10,209.17**

Payment of legal fees for professional services rendered by Bradley, Arant, Boult & Cummings (statement dated 11/13/13) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$838.50, represents services and expenses in connection with litigation matters.)

**TOTAL DUE.....\$ 838.50**

Payment of legal fees for professional services rendered by Butler, Snow, O'Mara, Stevens & Cannada (statement dated 10/21/13) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$1,960.00, represents services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 1,960.00**

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Payment of legal fees for professional services rendered by Kitchens Hardwick (statements dated 10/10/13, 10/10/13, 10/10/13, 11/1/13, 11/1/13, 11/1/13 and 11/1/13) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$693.00, \$643.50, \$858.00, \$2,574.00, \$2,524.50, \$1,534.50 and \$5,197.50, respectively, represent services and expenses in connection with general legal advice and litigation matters.)

**TOTAL DUE.....\$ 14,025.00**

Payment of legal fees for professional services rendered by Watkins & Eager (statements dated 10/29/13, 10/29/13, 11/12/13, 11/12/13 and 11/12/13) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$9,262.33, \$3,368.94, \$7,240.60, \$9,725.11 and \$10,890.04, respectively, represent services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 40,487.02**

Payment of legal fees for professional services rendered by Butler, Snow, O'Mara, Stevens & Cannada (statement dated 11/13/13) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$12,055.44, represents services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 12,055.44**

Payment of legal fees for professional services rendered by Mayo Mallette (statement dated 11/8/13) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$264.00, represents services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 264.00**

**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 10/22/13, 10/25/13, 10/28/13, 11/15/13, 11/15/13, 11/15/13 and 11/15/13) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: "Steele- Solid Heat Carrier Pyrolysis Reactor" - \$135.00; "Srinivasan- Elusieve Processing CIP Application" - \$128.84; "Steele- Non-Provisional-Upgrading of Bio-Oil Using Synthesis Gas" - \$2,202.50; "Steele- Nonprovisional - Upgrading of Bio-Oil Using Synthesis Gas" - \$120.00; "Steele- Penmetsa - Water Repellant Solids" - \$110.00; "Steele- Solid Heat Carrier Pyrolysis Reactor" - \$2,002.50 and "Klink-Glycine Max Resistance" - \$85.00, respectively.)

**TOTAL DUE.....\$ 4,783.84**

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Payment of legal fees for professional services rendered by Larry Schemmel (statements dated 10/23/13) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: "Southern Gardening Service Mark" - \$308.75; "Registration - Bulldog Head" - \$451.25; "Registration - Cowbell in Miss. State Circle" - \$403.75; "Registration - Miss. State Banner" - \$665.00; "Registration - Mississippi State University (words)" - \$95.00; "Registration - Paw Print" - \$118.75; "Japan- Occidiofungin, a Unique Antifungal Glycopeptide Produced by a Strain of Burkholderia Contaminants" - \$2,489.04; "Method and System for Increasing Safety in Chemical Application from an Aircraft" - \$400.00; "Linear Analyst" - \$800.00; "Production of Biodiesel and Other Valuable Chemicals from Wastewater Treatment Plant Sludges" - \$1,172.50; "MSU- Fischer - Tropsch Catalysts and Process for Liquid" - \$546.25; "Termite Control Methods and Apparatus" - \$800.00; "Termite Control System, Method and Apparatus" - \$800.00; "Occidiofungin, a Unique Antifungal Glycopeptide Produced by a Strain of Burkholderia Contaminants" - \$1,560.00; "Oral Vaccination of Fish with Live Attenuated Edwardsiella ictaluri Vaccines" - \$47.50; "Generation of Imazapic Resistance Switch grass Population" - \$587.50; "Crape myrtle Plant Named (Neshoba)" - \$997.50; "Crape myrtle Plant Named (Pascagoula)" - \$1,092.50; "Crape myrtle Plant Named (Sequoyah)" - \$1,021.25; "Crape myrtle Plant Named (Shumaka)" - \$1,092.50; "Crape myrtle Plant Named (Tishomingo)" - \$1,021.25; "Using Biochar, a Byproduct from Thermal Chemical Conversion of Biomass, as Container Substrate" - \$47.50; "National Filing from Occidiofungin PCT Application -China" - \$665.00; "Diethylene Tricarbamide and Diethylene Tricarbamide-Formaldehyde Condensation Resins" - \$1,587.50; "Berbent Bermuda grass Trademark" - \$332.50; "BERBENT (Word Mark)" - \$150.00; "Vibrio Assay Kits" - \$118.75; "Europe- Occidiofungin, a Unique Antifungal Glycopeptide Produced by a Strain of Burkholderia Contaminants" - \$1,942.50; "China- Occidiofungin, a Unique Antifungal Glycopeptide Produced by a Strain of Burkholderia Contaminants" - \$520.00 and "Japan- Occidiofungin, a Unique Antifungal Glycopeptide Produced by a Strain of Burkholderia Contaminants" - \$390.00.)

**TOTAL DUE.....\$ 22,342.69**

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 9/17/13) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: "Enhancers of Paraoxanase 1 (PON1) Activity toward Degrading Organophosphates" - \$107.54; "Extruder Device" - \$1,993.48; "White/Noval Catalyst and Process for Liquid Hydrocarbon Fuel Production" - \$997.70; "Extruder Device" - \$106.70 and "White/Noval Catalysts and Process for Liquid Hydrocarbon Fuel Production" - \$57.20.)

**TOTAL DUE.....\$ 3,262.62**

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Payment of legal fees for professional services rendered by Armstrong Teasdale (statement dated 9/24/13) from the funds of the University of Mississippi. (This statement represents services and expenses in connection with the following patent: “Systems and Methods for Detecting Transient Acoustic Signals” - \$40.28.)

**TOTAL DUE.....\$ 40.28**

Payment of legal fees for professional services rendered by Butler, Snow, O’Mara, Stevens & Cannada (statements dated 9/17/13, 9/26/13, 11/20/13 and 11/20/13) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Cache Mapping Technology” - \$752.50 and “Animal Model of Anxiety and Depression” - \$1,234.50; “Device for Demonstrating Components of a Vector” - \$167.50 and “Cache Mapping Technology” - \$1,657.50, respectively.)

**TOTAL DUE.....\$ 3,812.10**

Payment of legal fees for professional services rendered by Hershkovitz & Associates (statements dated 9/19/13, 10/28/13 and 10/28/13) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Highly Selective Sigma Receptor Radioligands” - \$1,320.00; “Method of Preparing Delta-9 Tetrahydrocannabinol” - \$525.00 and “Method for Preparing Delta-9 Tetrahydrocannabinol” - \$768.00, respectively.)

**TOTAL DUE.....\$ 2,613.00**

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 9/17/13, 9/17/13, 9/17/13, 9/17/13, 9/17/13, 10/21/13, 10/21/13, 10/21/13, 10/21/13, 10/21/13, 10/21/13, 10/21/13, 11/18/13, 11/18/13, 11/18/13, 11/18/13, 11/18/13, 11/18/13, 11/18/13, 11/18/13, 11/18/13 and 11/18/13) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “A Stable Plasmonic Cluster of Molecular Definition” - \$50.00; “Highly Purified Amphotericin-B” - \$1,024.00; “Highly Purified Amphotericin-B” - \$3,968.00; “Stabilized Formulation of Triamcinolone Acetonide” - \$5,609.21; “Stabilized Formulation of Triamcinolone Acetonide” - \$623.50; “A Stable Plasmonic Cluster of Molecular Definition” - \$28.50; “Delivery of Medicaments to the Nail” - \$636.00; “Purified Amphotericin-B” - \$2,060.50; “Stabilized Formulation of Triamcinolone Acetonide” - \$192.00; “Acoustic Instruments for Use Aquaculture” - \$1,150.00; “Agents with Selective K-Opioid Receptor Affinity” - \$1,150.00; “Bio-adhesive Hot-Melt Extruded Film for Topical and Mucosal Adhesion Applications and Drug Delivery and Process for Preparation Thereof” - \$4,050.00; “Miscellaneous IP Matters” - \$47.50; “Highly Purified Amphotericin-B” - \$1,759.25; “Highly Purified Amphotericin-B” - \$1,221.00; “Methods for Detecting Humans” - \$57.00; “Stabilized Formulation of Triamcinolone Acetonide” - \$2,243.15; “Formulation for the Treatment of Hypertrophic Scar” - \$192.00; “Highly Purified Amphotericin-B” - \$889.00; “Highly Purified Amphotericin-B” - \$738.00; “Highly Purified Amphotericin-B” - \$1,071.00; “Highly Purified Amphotericin-B” -

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\$730.00; “Compositions Comprising Highly Purified Amphotericin-B” - \$795.00 and “Highly Purified Amphotericin-B” - \$696.00, respectively.)

**TOTAL DUE.....\$ 30,980.61**

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 9/20/13, 10/18/13, 10/18/13, 10/18/13, 10/18/13, 10/18/13 and 10/18/13) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$1,374.00, \$186.00, \$91.50, \$1,003.88, \$330.00, \$1,188.00 and \$61.50, respectively, represent services and expenses in connection with intellectual property/patents.)

**TOTAL DUE.....\$ 4,234.88**

Payment of legal fees for professional services rendered by Butler, Snow, O’Mara, Stevens & Cannada (statements dated 11/14/13 and 11/20/13) 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” - \$2,827.50 and “Lockhead - Oil Dispersant Patent” - \$1,247.00, respectively.)

**TOTAL DUE.....\$ 4,074.50**

Payment of legal fees for professional services rendered by Larry Schemmel (statements dated 10/30/13) from the funds of the University of Southern Mississippi. (These statements represent services and expenses in connection with the following patents: “Soy Protein Adhesives and Uses Thereof” - \$1,330.00; “Application for Registration of D.E.E.P. Comprehension Service Mark” - \$1,437.50; “RNA Containing Coenzymes, Biotin, or Fluorophores, and Methods for Their Preparation and Use” - \$427.50 and “SportEvac Trademark” - \$973.75.)

**TOTAL DUE.....\$ 4,168.75**

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1. **ASU – APPOINTMENT OF ACTING PRESIDENT AT ALCORN STATE UNIVERSITY**

At the December 19, 2013 Board meeting, the Board delegated to the Commissioner the authority to appoint an individual to serve as acting President of Alcorn State University and to require any such appointment to be reported to the Board as an information item on the January 2014 Board agenda. In accordance with the above authority, the Commissioner appointed Dr. Norris Edney to serve as acting President of Alcorn State University at the rate of \$192,937.50 per year and with an effective date of December 20, 2013 through such time as a permanent President is chosen and begins work.

2. **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. **MSU** - In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On November 22, 2013, the Commissioner approved the request to enter into a lease with Coblentz Properties, LLC (Coblentz). This agreement is for the lease of approximately 2,500 square feet of office space in Starkville, MS to be used by the Mississippi Migrant Education Center, a service institute affiliated with MSU. Comparable office space located on-campus at MSU could be not secured; therefore, an off-campus site was secured. The lease will run for an initial twelve (12) month period. The parties may extend the agreement for up to two additional twelve (12) month periods provided adequate funding is available. MSU will pay \$1,950 per month for the lease of the space or, a total of \$70,200 for a three (3) year lease term. This agreement is funded externally by the Mississippi Department of Education with USDE Migrant Education federal funds. The Executive Office legal staff have reviewed and approved the contract documents.
- b. **MSU** - In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On December 2, 2013, the Commissioner approved the request to enter into a lease agreement with the Mississippi State University Foundation, Inc. (Foundation/Lessee). This agreement is for the lease of the Kress Building



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located in Meridian, Mississippi. Lessee plans to renovate the premises which then will be used by MSU to house its newly implemented Kinesiology program. The lease term will run for a period of twelve (12) months or until completion of improvements, whichever occurs first. In lieu of payment of rent, Lessee will renovate and/or improve the leased property. The Executive Office legal staff have reviewed and approved the contract documents.

- c. **MSU** - In accordance with Board Policy 707.01 Land, Property, and Service Contracts, "The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000." On December 18, 2013, the Commissioner approved the request by MSU on behalf of the High Performance Computing Collaboratory to enter into a revenue generating lease with the State of Mississippi, Military Department (State) on behalf of the Mississippi National Guard. This agreement is for the lease of approximately 843 square feet of office space located in the MSU High Performance Computing Building. The lease will run for an initial twelve (12) month period. The State may extend the agreement for up to two additional twelve (12) month periods upon sixty (60) days written notice prior to the then current lease term. In return for the lease of the designated space, MSU will receive an annual rent payment of \$1.00 per year and the ability to operate a secure compartmented intelligence facility due to the continuous on-site presence of the Mississippi National Guard. The Executive Office legal staff have reviewed and approved the contract documents.
- d. **UM** - In accordance with Board Policy 707.01 Land, Property, and Service Contracts, "The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000." On December 19, 2013, the Commissioner approved the request by the University of Mississippi Research Foundation (UM) operating as Insight Park to enter into a revenue generating lease agreement with the University of Mississippi School of Education – Child Advocacy & Play Therapy Institute (Institute). The lease was reviewed and approved by the Real Property Management division of the Mississippi Department of Finance and Administration. The agreement is for the lease of approximately 3,561 square feet of meeting, office and instructional space at Insight Park as space is not readily available in Guyton Hall where the School of Education is located. The Institute will use the space to provide training and development. The lease term is for a twelve (12) month period that will commence upon receipt of approval by the Commissioner. UM will receive \$5,638.25 monthly for the lease of the space. The total revenue generated for the

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twelve (12) month lease will be \$67,659. The university, as Lessor, will provide utilities for the premises. The agreement is funded through the collection of fees and financial donations. The Executive Office legal staff have reviewed and approved the contract documents.

- e. **UMMC** - In accordance with Board Policy 707.01 Land, Property, and Service Contracts, "The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000." On November 22, 2013, the Commissioner approved the request to enter into a new lease agreement with Memorial Hospital at Gulfport. (As background, UMMC currently leases space at Memorial for a pediatric subspecialty clinic.) The agreement is for the lease of approximately 476 square feet of medically equipped and furnished clinical space at Gulfport Memorial Physician Clinics. The area will be used by UMMC physicians who specialize in the field of transplant services for the provision of care to patients in this area of the State. UMMC physicians will be on-site one (1) day per month for patient consultation and supervision. The lease term will run for a five (5) year period, December 1, 2013 through November 30, 2018. For the monthly use of the premises and salaries for the part-time services of clerical and clinical personnel, UMMC will pay \$524.28 each month. The total cost for the lease term is \$31,456.80. Memorial, as Lessor, will provide utilities, and, maintenance for the building, grounds and parking lot. The Executive Office legal staff have reviewed and approved the contract documents.
- f. **USM** - In accordance with Board Policy 707.01 Land, Property, and Service Contracts, "The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000." On November 22, 2013, the Commissioner approved the request to enter into a revenue generating lease agreement with InControl Enterprise Dynamics, Inc. (Lessee), a Michigan corporation. This agreement is for the lease of approximately 90 square feet of office space in the Trent Lott National Center for Economic Development and Entrepreneurship. The proposed area is to be used as office space for Lessee's staff while engaged in a research partnership with USM. The lease term will run for an initial one (1) year period beginning on the date the agreement is signed and will be extended for up to three additional one (1) year terms unless written notice of termination is given by either party at least sixty (60) days prior to the end of the then current lease term. In return for the lease of the designated space, USM will receive an annual rent payment of \$1,800 or, a total of \$7,200 for the four (4) year lease term. The university, as Lessor, will

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provide utilities, janitorial services and routine maintenance services for the premises. The Executive Office legal staff have reviewed and approved the contract documents.

- g. **SYSTEM** – In accordance with Board Policy 401.0103 Salaries and Compensation, each institution is required to submit an annual report of the additional compensation paid to selected employees. Additional compensation includes any institutional pay outside of an employee's regular contract rate. This could include additional pay for items such as teaching overloads, performing additional duties, athletic camp service, etc. On November 14, 2013, the Commissioner approved the submitted report. The Executive Office financial staff has reviewed and approved the institutions' submissions. A copy of the report will be maintained in the IHL Department of Finance and Administration for review.