

**CONSENT AGENDA  
OCTOBER 16, 2014**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
1	<b>BAHR-SECTION II- UNIVERSITY OF IDAHO</b> Verizon License Agreement- Theophilus Tower	Motion to Approve
2	<b>IRSA – Idaho EPSCoR Committee Appointment</b>	Motion to Approve
3	<b>IRSA- HIGHER EDUCATION RESEARCH COUNCIL APPOINTMENT</b>	Motion to Approve
4	<b>PPGA – Indian Education Committee Appointment</b>	Motion to Approve
5	<b>PPGA-Alcohol permits- President Approved Report</b>	Motion to Approve

**BOARD ACTION**

I move to approve the Consent Agenda as presented.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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**CONSENT AGENDA  
OCTOBER 16, 2014**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

License Agreement with Verizon Wireless.

**REFERENCE**

March 2004	The Idaho State Board of Education approved License Agreement with Verizon Wireless Services
February 2007	The Idaho State Board of Education approved extension of License Agreement with Verizon Wireless Services
August 2014	The Idaho State Board of Education approved License Agreement with AT&T Wireless Services

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.I.5.b(1)

**BACKGROUND/DISCUSSION**

AT&T, T-Mobile, and Sprint, through prior license agreements with the University of Idaho, have installed and maintained transmission equipment on the rooftop of UI's Theophilus Tower. Verizon is now requesting similar permission to install and maintain their equipment to provide its customers with wireless personal communication service in the surrounding area. The proposed agreement is similar to that recently approved by the Board for AT&T with an annual payment of \$24,000/yr. The proposed agreement grants Verizon permission to use the building rooftop for five years with the ability for Verizon to extend for two additional five year periods. These renewal periods provide fee increases to UI of 15% for each of the two extensions.

**IMPACT**

In return for payment, Verizon will be granted permission to install equipment that will not interfere with University operations in this student residential building.

**ATTACHMENTS**

Attachment 1 – Proposed License

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**STAFF COMMENTS AND RECOMMENDATIONS**

Verizon is required to carry general liability insurance as set forth in section 11 of the contract.

Staff recommends approval.

**CONSENT AGENDA  
OCTOBER 16, 2014**

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**BOARD ACTION**

I move to approve the request by the University of Idaho for authority to grant a five year license to Verizon Wireless in substantial conformance to the form submitted to the Board in Attachment 1 and to authorize the University's Vice President for Finance and Administration to execute the license and any related documents.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**LICENSE AGREEMENT**

This License Agreement (“Agreement”) is made between the Board of Regents of the University of Idaho, a state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho ("Grantor"), and Idaho RSA No.2 Limited Partnership d/b/a Verizon Wireless ("Grantee"), collectively the “Parties”.

**RECITALS**

A. WHEREAS, Grantee wishes to install, operate, and maintain equipment necessary for purposes of operating a personal communications service systems specified in Exhibit A ("Equipment") on the roof of Grantor’s Theophilus Tower at 1001 Paradise Creek St, Moscow ID 83844 (“Site”).

B. WHEREAS, Grantor wishes to grant and Grantee wishes to receive a license for purposes of installing, operating, and maintaining Equipment all on the terms and conditions set forth herein;

WHEREFORE, Parties agree as follows:

**TERMS AND CONDITIONS**

1. Grant; Site. Subject to the conditions, limitations, and restrictions set forth herein and the rules, procedures, and policies of the Grantor, the Grantor does hereby grant to Grantee a non-exclusive license to install, operate, replace, modify, and maintain Equipment on the Site for the purpose of broadcasting, and for the transmission and reception of communication signals. The Parties recognize and agree that nothing in this Agreement is intended or shall be construed to be an easement or the granting of an interest in real property beyond permission to use as provided herein. This Agreement is not revocable at will by Grantor and may only be terminated as set forth herein.

2. Access to Premises. Grantee may gain periodic access to Site by calling (208) 885-7379. Except in cases of emergency (“emergency” meaning the existing or imminent disruption of Grantee’s permitted service without immediate access), all scheduling for access and the actual access shall occur between 8 am to 4 pm Monday through Friday, excluding University of Idaho holidays. Such non-emergency access shall be requested at least 48 hours prior to the planned time for requested access. Subject to specific Grantor approval, Grantee shall have rights of ingress and egress to Site for the purposes of installing, inspecting, repairing, maintaining, operating, servicing or removing Grantee’s Equipment. However, prior to entrance into or onto the building, Grantee’s agent or contractor shall provide photo identification identifying the person as an employee of the Grantee or Grantee’s contractor or subcontractor. Upon notification and identification as provided herein, an employee or agent of Grantor shall arrange for Grantee to enter the Site. Grantor may require Grantee and its employees, agents, and contractors be accompanied by an employee or agent of Grantor at all times while Grantee and its employees, agents, and contractors are inside, on, or about Grantor’s property or at the Site. At no cost to Grantee, Grantor shall provide Grantee with the necessary temporary parking permits to facilitate Grantee’s access. Grantor shall not have unsupervised access to Grantee’s Equipment, except in the event of an emergency as reasonably determined by Grantor.

3. Term of License. The license granted hereunder shall commence on the date of November 1, 2014 (the "Commencement Date"), and shall terminate on October 31, 2019 ("Initial Term"). This Agreement shall automatically be extended for two (2) additional five (5) year terms unless Grantee terminates it at the end of the then current term by giving Grantor written notice of the intent to terminate at least six (6) months prior to the end of the the-current term.

4. Fees and Expenses. Within sixty (60) calendar days following the Commencement Date and no later than August 31 of each subsequent year of the Initial Term, Grantee shall pay to Grantor a use fee of Twenty four thousand and 00/100 Dollars (\$24,000.00) per year (the "Use Fee") which fee amount is inclusive of and shall cover electricity expenses typical for such installation and use. Use Fees for any fractional year shall be prorated. Use Fees, and/or any other charges or expenses owed by Grantee shall be payable to "Bursar, University of Idaho", and mailed to the attention of Auxiliary Services, University of Idaho, 875 Perimeter Dr MS 2014, Moscow ID 83844-2014 or such other person as Grantor shall provide to Grantee by written notice. Failure to pay the Use Fee and/or any charges or expenses assessed or incurred hereunder on or before the due date shall constitute a default by Grantee, and, in addition to all other remedies of the Grantor, Grantee shall pay late charges equal to ten (10) percent of the amount past due plus simple interest on the amount due equal to one (1) percent per month until paid. The Use Fee for each five-year extension term shall be increased to an amount equal to 115% of the Use Fee payable with respect to the immediately preceding five-year term.

5. Use of Site.

a. Subject to Grantor's prior written approval, such approval not to be unreasonably withheld conditioned or delayed, Grantee shall have the right to install, maintain, and operate Equipment specified in Exhibit A on the Site. All of Grantee's construction and installation work and any subsequent work shall be performed at Grantee's sole cost and expense and in a good and workmanlike manner and shall be subject to Grantor's prior written approval of Grantee's submitted installation plan. Grantor's review shall include, but not be limited to timing of installation, method of installation, location of Equipment on the Site (to the extent they may vary from the initial installation specification and diagrams of Exhibit A) including the location of any equipment placed at some distance from the rooftop Site. Grantee shall submit information regarding appearance, attachment to the Site, the above and below ground wiring or cabling plan, the method and time of access for installation and facility or landscape restoration plan as well as any other information reasonably required by Grantor to determine the acceptability of Grantee's proposed installation. Should such information be adequate, Grantor shall provide acknowledgement of its approval to Grantee in writing within 15 days. Title to Equipment shall be held by Grantee. All Equipment shall remain Grantee's personal property and are not fixtures (except any prior or future improvements to the building's electrical system performed by Grantee and such improvements shall remain and become the property of Grantor upon installation). Grantee shall have the right to remove all Equipment at its sole expense on or before the expiration of this Agreement or its earlier termination; provided, Grantee restores the Premises and the routes used for access to the Premises to the condition that existed at the Commencement Date, reasonable wear and tear excepted.

b. Electricity shall be provided by Grantor. Unless failure or interruption of utility service is caused by the intentional act or omission of Grantor, Grantor shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished to the Site. No such failure or interruption, whether resulting from a casualty or otherwise, shall entitle Grantee to terminate this Agreement or to abate the Use Fee Grantee is required to make under this Agreement,

## ATTACHMENT 1

unless such failure or interruption is caused by the intentional act or omission of Grantor. For the purposes of this Section “intentional act” shall not include events of failure or interruption required due to emergency or repair needs as reasonably determined by the Grantor. To the extent any interruption can be scheduled or otherwise anticipated, Grantor shall provide Grantee with no less than seventy-two hour notice prior to such interruption. No written approval or notice shall be required for emergency use of generators provided by Grantee.

c. Grantor may require Grantee to take reasonable steps for installation of new equipment (including, but not limited to, prescribing a color and shape that blends with the Premises) to camouflage Equipment so that Equipment does not detract from the appearance of Site.

d. Grantor reserves the right, upon one hundred and twenty (120) days prior written notice to Grantee, to relocate Equipment to another suitable site within Grantor’s property (“Alternate Site”). The size, location and dimensions of the Alternate Site shall be mutually approved by Parties prior to re-location as suitable for the purpose of operating telecommunication facilities and shall not materially diminish the signal pattern of Equipment or impair or in any manner diminish the quality of communications service provided by Grantee. In the event Grantee does not accept such Alternate Site proposed by Grantor, Grantee may terminate this Agreement effective one hundred eighty (180) days from the date of Grantor’s notice to relocate from Site. The costs of relocating (or removing) Equipment to the approved Alternative Site (or from Grantor’s property if Grantee does not accept Alternate Site) are the responsibility of Grantee. In the event Grantor orders relocation of Equipment to an Alternate Site as provided herein, Grantor shall pay Grantee \$2500, with said amount to be paid as a deduction in the subsequent year’s Use Fee (or paid directly to Grantee within thirty days of Grantee’s removal of Equipment from Grantor’s property if Grantee does not accept Alternate Site).

e. Grantee shall obtain all required permits and regulatory approvals prior to installation of Equipment. Costs for any such permits or approvals shall be the sole responsibility of Grantee or Grantee’s agents.

f. Grantee shall not erect any signs (except as required by law), display any banners, or exhibit any type of promotional materials on or near the Site. Warning signs regarding Equipment may be permitted by Grantor upon written request by Grantee.

g. Grantee shall operate Equipment in a manner that will not cause interference to Grantor and lessees, licensees, or occupants of the building. All operations of Grantee shall comply with all Federal Communications Commission (“FCC”) requirements and other applicable federal, state, and local laws, rules, regulations, and ordinances. Grantor may consider Grantee’s or Grantee’s contractor’s or subcontractor’s breach of this provision a material breach of the Agreement. Grantee will resolve any technical interference problems with other equipment or services located at or near the Site, whether installed as of the Commencement Date or at a later date during the Term of this Agreement. In the event that a technical interference problem arises, Grantee will work with Grantor to resolve the problem immediately in a mutually satisfactory manner. However, if a mutually satisfactory resolution cannot be agreed upon, the Grantor may, in its sole judgment, make the final determination of the manner in which the problem shall be resolved.

h. Grantee shall maintain Equipment and Site in good working condition. However, Grantee shall not be required to make any repairs to the Site unless such repairs shall be necessitated by reason of an act or omission of Grantee.

i. Nothing in this Agreement shall preclude Grantor from entering into similar agreements with other parties. Grantee shall not cause or permit any other communications service provider, alternative local carrier, or other third party owned or controlled facilities or equipment to be installed without the express written permission of Grantor.

j. Grantee shall restore any landscaping or facility damaged by access for installation or subsequent maintenance, repair, operation, service, modification, or removal of Grantee's Equipment.

k. Grantee shall use caution in preparing the Site for utility placement or trenching (if any is required). In particular, Parties recognize that standard locating measures may not reveal all previously placed utilities or other objects. As such, Grantee shall take all necessary precautions to prevent damaging any concealed/buried utilities and infrastructure that is likely present within the Site and adjoining grounds and Grantee shall instruct its construction crew to use caution and appropriate methods in order to avoid severing or damaging existing utilities or other objects from existing systems.

6. Grantor's Access to Premises. Grantor shall at all times have access to and the right to inspect the Premises and the Grantee Facilities. Grantor shall not have unsupervised access to Equipment, except in the event of emergency.

7. Taxes. If personal property or other taxes are assessed, Grantee shall pay any portion of such taxes attributable to the Equipment.

8. Termination.

a. This Agreement may be terminated without further liability on thirty (30) days prior written notice by either party upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default, however if the nature of the default is such that it cannot be cured within thirty (30) days then no default will be deemed to exist so long as the defaulting party commences to cure the default within the thirty (30) day period and diligently prosecutes the same with reasonable diligence, provided that the grace period for any monetary default is thirty (30) days from receipt of written notice; or by Grantee for any or no reason, provided Grantee delivers written notice of early termination to Grantor.

b. This Agreement may be terminated without further liability on thirty (30) days prior written notice by Grantee in the event Grantee determines that the Site is no longer technically compatible for its use, or Grantee, in its sole discretion, determines that the use of the Site is obsolete or unnecessary.

c. Upon termination or expiration of this Agreement, Grantee, at its own expense, shall remove the Grantee Facilities and restore the Site to the condition that existed prior to Grantee's installation of Equipment, reasonable wear and tear excepted. In the event Grantee terminates this Agreement early for reasons other than default by Grantor, Grantee shall not be reimbursed for previously paid Use Fee, but such termination shall terminate all future Grantee obligations regarding subsequent years' Use Fee.



9. Destruction or Condemnation. If Grantee chooses not to terminate this Agreement upon destruction or condemnation, the Use Fee shall be reduced or abated in proportion to the actual reduction or abatement of use of Site until such time as the damage is repaired or Site replaced.

10. Indemnity. Grantee and Grantee's agents and subcontractors shall, to the fullest extent permitted by law, indemnify, defend and save Grantor, its successors, assigns, and agents harmless from any and all claims, liabilities, losses, costs, charges, or expenses which Grantor may incur as a result of any act or omission of the Grantee, Grantee's agents, contractors, and subcontractors in their use of Site under this Agreement or any other action in relation to this Agreement. If any action, claim or demand is made against Grantor for any act or omission of the Grantee, its agents, contractors and subcontractors, the Grantee agrees to assume the expense and shall pay all costs, charges, reasonable attorneys' fees, settlements, judgments or other expenses incurred by or obtained against Grantor, and also, including all reasonable attorneys' fees and costs associated with any appeal proceeding. This indemnification shall survive the termination of this Agreement for claims, liabilities, losses, costs, charges, or expenses occurring after termination but attributable to the uses authorized by this Agreement.

Subject to the limits of liability specified in Idaho Code 6-901 through 6-929, known as the *Idaho Tort Claims Act*, Grantor shall hold Grantee, its agents and assigns, harmless from and/or against claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred and that arise as a direct result of and which are caused by the University's performance under this Agreement. This does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of Grantee, its agents or assigns—including conditions of Grantor's premises, or when the claim or suit is made against Grantee by the University, the State of Idaho, or any of its agencies. Except for claims arising from its own acts of gross negligence or intentional misconduct, Grantor will not have any liability for personal injury or death, loss of revenue due to discontinuance of operations at the Site, or imperfect communications operations experienced by Grantee for any reason. The obligations pursuant to this Section 10 shall survive the termination or expiration of this Agreement. Grantee shall promptly notify the University of Idaho, Attn: Risk Management Officer, 875 Perimeter Dr MS 3162, Moscow ID 83844-3162, of any such claim of which it has knowledge and shall cooperate fully with Grantor or its representatives in the defense of the same. Grantor's liability coverage is provided through a self-funded liability program. Limits of liability are \$500,000 Combined Single Limits, which amount is the Grantor's limit of liability under the Idaho Tort Claims Act.

11. Insurance. Grantee and Grantee's contractors and subcontractors are required to carry the types and limits of insurance shown in this Section 11, and provide Grantor with a Certificate of Insurance executed by a duly authorized representative of each insurer, showing compliance with these insurance requirements. Certificates from Grantee and Grantee's contractor and subcontractors shall be provided (7) seven days prior to Grantee's use of Grantor's property. All insurers shall have a Best's rating of "A minus V" or better and be eligible to do business in Idaho. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Grantor may choose to maintain. All required liability policies shall include State of Idaho and the Regents of the University of Idaho as an additional insured. Grantor's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Grantee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or

## ATTACHMENT 1

omissions of Grantor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Grantor, its employees, agents or independent contractors; and, (iii) not exceed Grantee's indemnification obligation under this Agreement, if any. Certificates shall be mailed to: 875 Perimeter Dr MS 3162, Moscow ID 83844-3162, Attn: Risk Management. The Workers Compensation shall contain waiver of subrogation coverage or endorsements. Failure of Grantor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Grantor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Grantee's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this Agreement at Grantor's option. By requiring insurance herein, Grantor does not represent that coverage and limits will necessarily be adequate to protect Grantee and such coverage and limits shall not be deemed as a limitation on Grantee's liability under the indemnities granted to Grantor in this License. Grantee shall at its sole cost and expense, procure and maintain insurance of the types and in the amounts described below:

a. Commercial General Liability Insurance: Grantee and Grantee's contractors and subcontractors while working hereunder shall maintain commercial general liability (CGL) with a limit of not less than \$1 million each occurrence and \$2million in the aggregate. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and contractual liability coverage.

b. Commercial Auto Insurance: Grantee and Grantee's agents, contractors and subcontractors shall maintain a Commercial Auto policy with a Combined Single Limit of \$1million. Coverage shall include Non-Owned and Hired Car coverage.

c. Personal property: In no event shall Grantor be liable for any damage to or loss of personal property sustained by Grantee or Grantee's agents or contractors, whether or not insured, even if such loss is caused by the negligence of Grantor, its employees, officers or agents.

d. Workers' Compensation: Where required by law, Grantee and Grantee's agents, contractors and subcontractors shall maintain all statutorily required coverages including Employer's Liability. Grantee is responsible for collecting Certificates of Insurance evidencing Workers Compensation coverage from Grantee's agents and subcontractors, and for forwarding such Certificates to Grantor. Notwithstanding the forgoing, Grantee may, in its sole discretion, self insure any of the required insurance under the same terms as required by this Agreement. In the event Grantee elects to self-insure its obligation under this Agreement to include Grantor as an additional insured, the following conditions apply:

(i) Grantor shall promptly and no later than thirty (30) days after notice thereof provide Grantee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Grantee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Grantor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Grantee; and

(iii) Grantor shall fully cooperate with Grantee in the defense of the claim, demand, lawsuit, or the like.

**ATTACHMENT 1**

12. Waiver of Subrogation. Grantor and Grantee release each other and their respective principals, employees, representatives, and agents, from any claims for damage to any person or to the Site or to the Equipment thereon or to the Site caused by, or that result from, risks insured against under property insurance policies carried by the parties and in force at the time of any such damage. Grantor and Grantee shall cause each property insurance policy or equivalent obtained by them to provide that the insurance company or equivalent waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy.

13. Assignment and Sub-licensing. Grantee may not assign, sublicense, or otherwise transfer all or any part of its interest in this Agreement or the license granted herein without the prior written consent of Grantor, provided however that Grantee may assign or otherwise transfer upon written notice to Grantor, but without consent such interest to its parent company, any subsidiary, “partner or affiliate” (partner or affiliate is defined as “any party licensed, approved or permitted by the FCC to share Grantee’s radio frequency spectrum and signal”) or to any successor-in-interest or entity acquiring a controlling interest in its stock or assets. Grantee may not permit any other entity or individual to use the Site or Equipment without the prior written consent of Grantor.

14. Hazardous Substances. Grantee agrees that it will not use, generate, store, or dispose of any Hazardous Material on, under, about, or within the Site or Grantor’s property in violation of any law or regulation. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the U. S. Government or the State of Idaho to cause cancer and/or reproductive toxicity, and/or any substance, chemical, or waste that is identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law or regulation.

15. Attorneys’ Fees. In the event of any controversy, claim or action being filed or instituted between the parties to this Agreement to enforce the terms and conditions of this Agreement or arising from the breach of any provision hereof, the prevailing party will be entitled to receive from the other party all costs, damages, and expenses, including reasonable attorneys' fees, incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be that party who was awarded judgment as a result of trial or arbitration, or who receives a payment of money from the other party in settlement of claims asserted by that party.

16. Notice. Any notice under this Agreement shall be in writing and be delivered by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested, to be effective when properly sent and received, refused or returned undelivered. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

The Grantor:

Regents of the University of Idaho  
Vice President, Finance & Admin  
875 Perimeter Dr MS 3168  
Moscow ID 83844-3168

The Grantee:

Idaho RSA No. 2 Limited Partnership,  
d/b/a Verizon Wireless  
180 Washington Valley Rd  
Bedminster NJ 07921

17. Entire Agreement; Modification. This Agreement (and its attachments, if any) constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be amended except by an agreement signed by an authorized representative of Grantee and an authorized representative of Grantor.

18. Governing Law; Forum. This Agreement shall be governed by and construed under the laws of the state of Idaho. The venue for any action brought to enforce this Agreement or otherwise shall be in the court of competent jurisdiction in Latah County, Idaho.

19. Non-Use of Names and Trademarks. Grantee shall not use the name, trade name, trademark, or other designation of the Grantor, or any contraction, abbreviation, or simulation of any of the foregoing, in any advertisement, for any commercial or promotional purpose, or for any other purpose (other than in performing under this Agreement) without the Grantor's prior written consent in each case.

20. Paragraph Headings. The paragraph headings in this Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement.

21. Non-Waiver. The delay or failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

22. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (except for financial ability), shall excuse the performance, except for the payment of money, by such party for a period equal to any such prevention, delay or stoppage.

23. Nondiscrimination and Affirmative Action.

A. Grantee shall not discriminate against any employee or applicant for employment in the performance of this Agreement, with respect to tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, color, religion, age, status as disabled or a veteran, or physical or mental handicaps, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement. Grantee certifies that it does not, and will not maintain segregated facilities or accommodations on the basis of race, color, religion or national origin. Regarding any position for which an employee or an applicant is qualified, the Grantee agrees to take affirmative action to employ, train, advance in employment, and retain individuals in accordance with applicable laws and regulations including:

1. For nondiscrimination based on race, color, religion, sex or national origin, this includes, but is not limited to, the U.S. Constitution, and Parts II and IV of Executive Order 11246, September 24, 1965 (30 FR 12319). Grantee disputes related to compliance with its obligations shall

be handled according to the rules, regulations, and relevant orders of the Secretary of Labor (See 41 CFR 60-1.1).

2. For nondiscrimination based on Disabled or Vietnam Veterans this includes, but is not limited to, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended (38 U.S.C. 4012)(the Act); Executive Order 11701, January 24, 1973 (38 CFR 2675, January 29, 1973); and the regulations of the Secretary of Labor (41 CFR Part 60-250).

3. For nondiscrimination based on the Handicapped this includes, but is not limited to, Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793)(the Act); Executive Order 11758, January 15, 1974; and the regulations of the Secretary of Labor (41 FR Part 60- 741).

4. For nondiscrimination based on Age this includes, but is not limited to, Executive Order 11141, February 12, 1964 (29 CFR 2477).

B. Grantee shall include the terms of this clause in every subcontract or purchase order exceeding \$50,000 which is related to the performance and obligations under this Agreement and shall act as specified by the Department of Labor to enforce the terms and implement remedies.

24. Institution's Rules, Regulations, and Instructions. Grantee shall follow and comply with all rules and regulations of the Grantor and the reasonable instructions of Grantor's personnel. The Grantor reserves the right to require the removal of any worker it deems unsatisfactory for any reason.

25. Representations and Warranties. Grantee represents and warrants the following: (a) that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to perform its obligations hereunder; (b) that it may legally conduct business in Idaho, that is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the services, equipment, and goods required hereunder, and that it has or will obtain all licenses and permits required by law; (c) that in performing the services called for hereunder Grantee will not be in breach of any agreement with a third party; and (d) that it has inspected the property and Site and that the same are suitable and adequate in all respects for Grantee's operations under this Agreement. To the extent explicitly permitted by this non-exclusive license agreement, Grantor covenants that Grantee, on paying the Use Fees and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Site for its permitted uses.

26. Binding Effect. This Agreement is for the benefit only of the parties hereto and shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

27. Time of Essence. All times provided for in this Agreement, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence.

28. No Joint Venture. Nothing contained in this agreement shall be construed as creating a joint venture, partnership, or agency relationship between the parties.

**ATTACHMENT 1**

29. Entity Authority. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity in accordance with duly adopted organizational documents or agreements and if appropriate a resolution of the entity, and that this Agreement is binding upon said entity in accordance with its terms.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement:

GRANTOR:

GRANTEE:

Board of Regents of the University of Idaho

Idaho RSA No. 2 Limited Partnership  
d/b/a Verizon Wireless

By: Verizon Wireless (VAW) LLC,  
its general partner

\_\_\_\_\_  
Ronald E. Smith, Vice President  
Finance and Administration

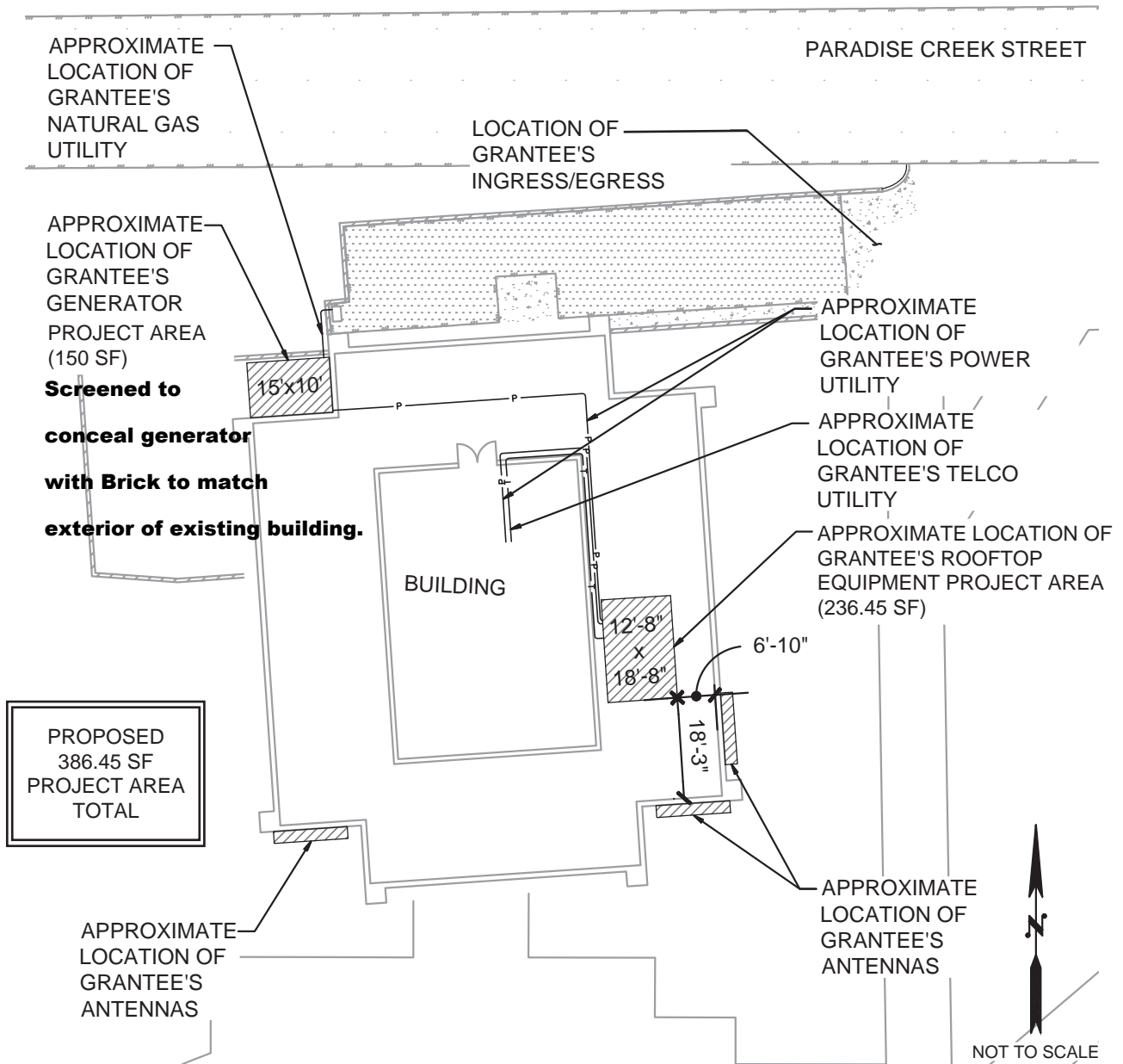
\_\_\_\_\_  
Brian Mecum  
Area Vice President Network

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

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

EXHIBIT A

LEW PALOUSE  
THEOPHILUS TOWER  
1001 S PARADISE CREEK STREET  
MOSCOW, ID 83844  
PARCEL # RPM00000076610



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**CONSENT AGENDA  
OCTOBER 16, 2014**

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**SUBJECT**

Appointment of Idaho Experimental Program to Stimulate Competitive Research (EPSCoR) Committee Members

**REFERENCE**

April 2012	Board appointed Gynii Gilliam's as the Commerce Representative to the Idaho EPSCoR Committee
August 2012	Board appointed Dave Tuthill to the Idaho EPSCoR Committee
February 2013	Board reappointed Doug Chadderdon and Jean'ne Shreeve to the Idaho EPSCoR Committee
June 2013	Board appointed Dr. David Hill as the INL representative to the Idaho EPSCoR Committee
December 2013	Board reappointed David Barneby to the Idaho EPSCoR Committee
February 2014	Board appointed Matt Borud as the Commerce Representative to the Idaho EPSCoR Committee (Replacing Gynii Gilliam)

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section III.W.

**BACKGROUND/DISCUSSION**

The Experimental Program to Stimulate Competitive Research (EPSCoR) represents a federal-state partnership to enhance the science and engineering research, education, and technology capabilities of states that traditionally have received smaller amounts of federal research and development funds. As a participating state, Idaho EPSCoR is subject to federal program requirements and policy established by the Idaho State Board of Education (Board). The purpose of EPSCoR is to build a high-quality, academic research base to advance science, technology, engineering and mathematics (STEM) to stimulate sustainable improvements in research and development capacity and competitiveness.

Idaho EPSCoR is guided by a committee of sixteen (16) members appointed by the Board. The membership of this committee is constituted to provide for geographic, academic, business and state governmental representation as specified in Board policy. The Idaho National Laboratory (INL) has one seat on the committee. In June 2013 the Board appointed Dr. David Hill to the committee as the INL representative. With Dr. Hill's appointment to the State Board of Education a new INL representative is needed for the Committee.

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**ATTACHMENTS**

Attachment 1 – Todd Allen Letter of Interest	Page 3
Attachment 2 – Todd Allen Resume	Page 4
Attachment 3 – EPSCoR – Recommendation	Page 5

**STAFF COMMENTS AND RECOMMENDATIONS**

Dr. Todd Allen is deputy laboratory director for Science & Technology. He has been a professor in the Department of Nuclear Engineering and Engineering Physics at the University of Wisconsin–Madison since 2003. Dr. Allen’s research expertise is in the area of materials-related issues in nuclear reactors, specifically radiation damage and corrosion. His research interests also include energy policy and the sustainability of nuclear energy. From 2008 through 2012, he was the scientific director for the Advanced Test Reactor National Scientific User Facility at INL, a position he held in conjunction with his faculty position at the University of Wisconsin. Dr. Allen is director of the Center for Material Science of Nuclear Fuel, a Department of Energy Office of Science Energy Frontier Research Center at INL, and was previously the director of INL Fuels and Materials CORE of the Institute of Nuclear Energy, Science and Technology. He served as a nuclear-trained submarine officer and is a retired Navy captain. He earned a doctorate in nuclear engineering from the University of Michigan in 1997 and began his research career at Argonne National Laboratory-West in Idaho Falls. He holds a master's degree in nuclear engineering from the University of Michigan, a master's degree in information management from George Washington University, and a bachelor's degree in nuclear engineering from Northwestern University.

Board staff recommends approval.

**BOARD ACTION**

I move to appoint Todd Allen to the Idaho Experimental Program to Stimulate Competitive Research (EPSCoR) Idaho Committee as a representative of the Idaho National Laboratory, effective immediately.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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September 11, 2014

Mr. Rick Schumaker  
Idaho EPSCoR  
University of Idaho  
875 Perimeter Dr., MS 3029  
Moscow, ID 83844-3029

SUBJECT: Request to be Considered for Appointment to the Idaho EPSCoR Committee

Dear Mr. Schumaker:

It is my understanding that I am being considered for appointment to the Idaho EPSCoR Committee, and I am pleased to submit this letter expressing my interest in this appointment.

Working with the University of Wisconsin and now the Idaho National Laboratory in Science and Technology gives me a perspective on research and education from academic to industrial interests. My ten years' experience teaching higher education has allowed me to observe and participate in academic research infrastructure and I hope I can use this experience to move Idaho EPSCoR forward.

I look forward to exchanging observations and ideas with other members of the Idaho EPSCoR Committee.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Allen", with a stylized, cursive flourish at the end.

Todd Allen, Deputy Laboratory Director  
Science & Technology

RLO

Enclosure

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OCTOBER 16, 2014**

**Todd R Allen**

Deputy Laboratory Director, Science & Technology  
Idaho National Laboratory  
2525 Fremont Ave Idaho Falls, ID 83415  
Phone: 208-526-8096; E-mail: todd.allen@inl.gov

**Education and Training:**

- |                                |                                |       |      |
|--------------------------------|--------------------------------|-------|------|
| • Northwestern University      | Nuclear Engineering            | B.S.  | 1984 |
| • George Washington University | Information Systems Management | M.S.  | 1991 |
| • University of Michigan       | Nuclear Engineering            | M.S.  | 1993 |
| • University of Michigan       | Nuclear Engineering            | Ph.D. | 1997 |

**Research and Professional Experience:**

- Professor, Department of Engineering Physics, University of Wisconsin-Madison, 2003-present
- Research Scientist, Argonne National Laboratory, 1997-2003
- U.S. Navy 1984-1991

**Relevant Publications:**

1. T. R. Allen, J. Gan, J. I. Cole, M. K. Miller, J. T. Busby, S. Shutthanandan and S. Thevuthasan, "Radiation Response of a 9 Cr Oxide Dispersion Strengthened ODS to Heavy Ion Irradiation," *J. Nucl. Mater.*, 375 (2008) 26.
2. T. R. Allen and G. S. Was, "Modeling radiation-induced segregation in austenitic Fe-Cr-Ni alloys," *Acta Materialia*. 46 (1998) 3679-3692.
3. T. R. Allen, J. T. Busby, G. S. Was, and E. A. Kenik, On the Mechanism of Radiation-Induced Segregation in Austenitic Fe-Cr-Ni Alloys, *Journal of Nuclear Materials*, 255 (1998) 44.
4. T. R. Allen, C. L. Trybus, and J. I. Cole. "The Effects of Low Dose Rate Irradiation and Thermal Aging on Reactor Structural Alloys," *J. Nucl. Mater.* 270 (1999) 290-300.
5. L. Tan, T.R. Allen, J.D. Hunn, and J. H. Miller EBSD for microstructure and property characterization of the SiC-coating in TRISO fuel particles, *J. Nuc. Mat.* 372 (2008) 400-404
6. T. R. Allen, Y. Chen, L. Tan, X. Ren, and K. Sridharan, Corrosion of Candidate Materials for Supercritical Water-Cooled Reactors, 12th Environmental Degradation Conference of Materials in Nuclear Power Systems-Water Reactors, Eds., Todd R. Allen, Peter J. King, and Lawrence Nelson, TMS, 2006, p. 1397.
7. G. S. Was, P. Ampornrat, G. Gupta, S. Teyseyre, E. A. West, T. R. Allen, K. Sridharan, L. Tan, Y. Chen, X. Ren, and C. Pister, Corrosion and Stress Corrosion Cracking in Supercritical Water, *J. Nucl. Mater.* 371 (2007) 176-201.
8. T. R. Allen, J. I. Cole, J. Gan, G. S. Was, R. Dropek, and E. A. Kenik, Swelling and Radiation-induced Segregation in Austenitic Alloys, *Journal of Nuclear Materials*, 342 (2005) 90.
9. L. Tan, K. Sridharan, and T.R. Allen, "The Effect of Grain Boundary Engineering on The Oxidation Behavior of INCOLOY Alloy 800H in Supercritical Water", *Journal of Nuclear Materials*, 348, p.263 (2006).
10. L. Tan, K. Sridharan, and T.R. Allen, "Effect of Thermomechanical Processing on Grain Boundary Character Distribution of a Ni-based Superalloy"; *Journal of Nuclear Materials*, vol. 371, 2007, p. 171.



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**EPSCoR in Idaho**

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Experimental Program to Stimulate Competitive Research

875 Perimeter Drive, University of Idaho, Moscow ID 83844-3029  
Tel: 208-885-5842 Fax: 208-885-5111 E-mail: [epscor@uidaho.edu](mailto:epscor@uidaho.edu)  
<http://www.uidaho.edu/epscor>

September 12, 2014

Mr. Bill Goesling  
Idaho State Board of Education  
P.O. Box 83720  
Boise, ID 83720-0037

Dear Mr. Goesling:

The Idaho EPSCoR Committee is pleased to recommend that Dr. Todd Allen be appointed by the Board as a new member of the Idaho EPSCoR Committee to represent the Idaho National Laboratory. His appointment would fill the recent Committee position vacancy created by Dr. David Hill's recent appointment to the State Board of Education.

Dr. Allen is deputy laboratory director for Science & Technology at the Idaho National Laboratory. He has been a professor in the Department of Nuclear Engineering and Engineering Physics at the University of Wisconsin–Madison since 2003. Dr. Allen would be a strong addition to the EPSCoR Committee. He offers experience, scientific and academic expertise, and enthusiastic and knowledgeable support for research in Idaho. We would highly value Dr. Allen's service on the Committee.

Thank you for considering this recommendation. The strength of the Idaho EPSCoR Committee has been a key factor in Idaho's success and is closely considered by the National Science Foundation for future competitive NSF EPSCoR funding. We continue to owe our thanks to the State Board of Education for its support for the EPSCoR Committee.

Sincerely,

Dr. Laird Noh  
Chair, Idaho EPSCoR Committee

cc: Dr. Doyle Jacklin

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**SUBJECT**

Higher Education Research Council Appointments

**REFERENCE**

December 2011	Board appointed Peter Midgley to the Higher Education Research Council for a three (3) year term.
May 2012	Board appointed Dr. David Hill to the Higher Education Research Council as the INL representative
April 2013	Board appointed Bill Cannon to the Higher Education Research Council for a three (3) year term.
August 2014	Board appointed Dr. Kelly Beierschmitt to the Higher Education Research Council as the INL representative, replacing Dr. Hill.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, Section III.W., Higher Education Research

**BACKGROUND/DISCUSSION**

The Higher Education Research Council (HERC) is responsible for implementing the Board's research policy and provides guidance to Idaho's four-year public institutions for a statewide collaborative effort to accomplish goals and objectives set forth in Policy. HERC also provides direction for and oversees the use of research funding provided by the Legislature to promote research activities that will have a beneficial effect on the quality of education and the economy of the State.

HERC consists of the Vice Presidents of Research from Boise State University, Idaho State University, and the University of Idaho and a representative of Lewis-Clark State College; a representative of the Idaho National Laboratory (INL); and three (3) non-institutional representatives, with consideration of geographic, private industry involvement and other representation characteristics.

Current there is one vacancy on HERC and member up for re-appointment. Both members serve as industry representatives. HERC discussed potential nominations at the September 29<sup>th</sup> meeting and are requesting Dr. Haven Baker be re-appointed to the Council and Robin Woods be appointed to fill the vacant industry representative position.

Ms. Robin Woods is co-owner and president of Alturas Analytics, Inc., a successful pharmaceutical testing and research laboratory in Moscow, Idaho. With more than 20 years of entrepreneurial experience, Robin has also started two environmental testing labs located in Washington and Idaho. Ms. Woods currently serves as the president of the Latah Economic Development Council, the board

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secretary/treasurer of Gritman Medical Center and president of the Idaho Research Foundation. Ms. Woods holds a Bachelor of Science degree from Washington State University and lives in Moscow.

Dr. Haven Baker has been a very active a valuable member during his time on HERC. This would be Dr. Bakers second term. Dr. Baker is the Vice President of Plant Sciences at the JR Simplot Company. Prior to becoming Vice President he served as the Director of New Market Initiatives at the JR Simplot Company. He has significant experience in the biotechnology industry, including working with several start-ups and managing a proteomics research lab at the Barnett Institute in Boston. Prior to joining Simplot, he worked as an investment professional at Clarium Capital, a multibillion dollar global-macro hedge fund in New York. Haven has a BS from Yale, a PhD in chemistry from Northeastern University, and received an MBA with distinction from Harvard Business School. While at Harvard he worked for Professor Clayton Christianson on the Social Innovation Fund.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval.

**BOARD ACTION**

I move to appoint Dr. Haven Baker and Ms. Robin Woods to the Higher Education Research Council for three (3) year terms effective immediately and expiring June 30, 2017.

Moved by\_\_\_\_\_ Seconded by\_\_\_\_\_ Carried Yes\_\_\_\_\_ No\_\_\_\_\_



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**SUBJECT**

Board Policy I.P. Idaho Indian Education Committee, Nominations

**REFERENCE**

February 21, 2013	The Board approved the first reading of Board Policy I.P. combining the Higher Education and K-12 Indian Education Committees
April 18, 2013	The Board approved the second reading of Board Policy I.P. combining the Higher Education and K-12 Indian Education Committees
December 19, 2013	The Board approved members of the Idaho Indian Education Committee.
June 18, 2014	The Board approved the appointment of Dani Hansing to the Committee.
August 14, 2014	The Board approved the appointment of Kathy Albin and Bill Picard.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section I.P.

**BACKGROUND/DISCUSSION**

The purpose of the Board's Indian Education Committee is "to advocate for American Indian students, act as an advisory body to the State Board of Education and the State Superintendent of Public Instruction, and serve as a link between the American Indian Tribes".

The Idaho Indian Education Committee consists of 19 members appointed by the Board and includes the following consistent with Board Policy I.P.

- One representative from each of the eight public postsecondary institutions
- One representative from each of the five tribal chairs or designee
- One representative from each of the five tribal education affiliations (K-12)
- One representative from each of the two Bureau of Indian Education schools
- One representative from the State Board of Education, as an ex-officio member

The Shoshone-Bannock Tribe has forwarded Ms. Mitzi Sabori's name for consideration to fill the current vacant seat for their tribal chair or designee.

**IMPACT**

The proposed appointment replaces the Shoshone-Bannock Tribe representative on the Committee.

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**ATTACHMENTS**

Attachment 1 – Current Committee Membership

Page 3

Attachment 2 – Nomination Letter

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**STAFF COMMENTS AND RECOMMENDATIONS**

Mr. Tino Batt representing the Shoshone-Bannock Tribe was unable to fulfill the commitment to the committee due to other federal program obligations and determined to step down. Ms. Mitzi Sabori has been identified to replace Mr. Batt and to serve as the Tribal Chairperson's designee on the Indian Education Committee.

If approved, Ms. Sabori would complete the current term of Mr. Batt which runs from July 1, 2013 – June 30, 2017.

Board staff recommends approval.

**BOARD ACTION**

I move to appoint Ms. Mitzi Sabori, representing the Shoshone-Bannock Tribe to the Idaho Indian Education Committee, effective immediately.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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**State Board of Education  
Indian Education Committee**

**Dr. Yolanda Bisbee** is the Executive Director of Tribal Relations at the University of Idaho (UI). Term: July 1, 2013 – June 30, 2017.

**Selena Grace** is the Associate Vice President for Institutional Effectiveness at Idaho State University (ISU). Term: July 1, 2013 – June 30, 2016.

**James Anderson** is the Vice President for Enrollment Services in the Division of Student Affairs at Boise State University (BSU). Term: July 1, 2013 – June 30, 2018

**Bob Sobotta, Jr.** is the Director of Native American/Minority Student Services at Lewis-Clark State College (LCSC). Term: July 1, 2013 – June 30, 2016

**Evanlene Melting-Tallow** is an Advisor for American Indian students at North Idaho College (NIC). Term: July 1, 2013 – June 30, 2017

**Dani Hansing** is the New Student Services Coordinator for the College of Southern Idaho (CSI). Term: July 1, 2013 – June 30, 2018

**Lori Manzanares** is the Director for Student Enrichment at the College of Western Idaho (CWI). Term: July 1, 2013 – June 30, 2016

**Jared Gardner** is currently an Admissions Counselor at Eastern Idaho Technical College (EITC). Term: July 1, 2013 – June 30, 2017

**Jennifer Porter** is the chairperson for the Kootenai Tribe. Term: July 1, 2013 – June 30, 2017

**Dr. Chris Meyer** is the Director of Education for the Coeur d'Alene tribe and serves as the Tribal Chairperson's designee for the Coeur d'Alene tribe. Term: July 1, 2013 – June 30, 2016

**Kathy Albin** is the High School Coordinator for the Coeur d'Alene tribe and serves as the K-12 Representative for the Tribe. Term: July 1, 2013 – June 30, 2016

**Bill Picard** is a member of the Nez Perce Tribal Executive committee and serves as the Tribal Chairperson's designee. Term: July 1, 2013 – June 30, 2018

**Joyce McFarland** is the Education Manager for the Nez Perce tribe and serves as the K-12 representative for the Nez Perce tribe. Term: July 1, 2013 – June 30, 2018

**Mizti Sabori** is a member of the Fort Hall Business Council and serves as the Tribal Chairperson's designee for the Shoshone-Bannock Tribe. Term: July 1, 2013 – June 30, 2017

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**Claudia Washakie** is the Youth Education Coordinator for the Shoshone-Bannock Tribe and serves as the K-12 representative for the Shoshone-Bannock Tribe. Term: July 1, 2013 – June 30, 2016

**Vacant** - for the Shoshone-Paiute Tribe and serves as the Tribal Chairperson's designee for the Shoshone-Paiute Tribe. Term: July 1, 2013 – June 30, 2018

**Shana Thomas** is the Owhyee Combined School Counselor for the Shoshone-Paiute Tribe and serves as the K-12 representative for the Shoshone-Paiute Tribe. Term: July 1, 2013 – June 30, 2017

**Eric Kendra** is the Superintendent of the Coeur d'Alene Tribal School and serves as the one of the Bureau of Indian Education school representatives. Term: July 1, 2013 – June 30, 2016

**Eric Lords** is the Superintendent of the Sho-Ban Jr-Sr High School and serves as the one of the Bureau of Indian Education school representatives. Term: July 1, 2013 – June 30, 2018

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# The SHOSHONE-BANNOCK TRIBES



FORT HALL INDIAN RESERVATION  
PHONE: (208) 478-3700  
(208) 237-0797

FORT HALL BUSINESS COUNCIL  
PO BOX 306  
FORT HALL, IDAHO 83203

September 2, 2014

Dr. Christopher Mathias  
Chief Academic Officer  
Office of the State Board of Education  
650 W. State St., Room 307  
Boise, ID 83720-0037

Dear Dr. Mathias,

Please accept this letter as formal notice that the Fort Hall Business Council (FHBC) has nominated Council woman Ms. Mitzi Sabori as the endorsed replacement for Councilman Mr. Tino Batt on the Idaho Indian Education Committee effectively immediately. Ms. Sabori will be entrusted with conducting business in the official capacity as Chairman Nathan Small's designee for this particular state committee.

Thank you for giving us the opportunity to have a voice on this state Indian Education Committee. We value and support this committee.

Respectfully,

Nathan Small  
Chairman, Fort Hall Business Council

CC: Admin  
Public Affairs  
SBT Higher Education Department  
Johanna Jones

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**October 16, 2014**

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**SUBJECT**

Alcohol Permits - Issued by University Presidents

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, I.J.2.b.

**BACKGROUND/DISCUSSION**

The chief executive officer of each institution may waive the prohibition against possession or consumption of alcoholic beverages only as permitted by, and in compliance with, Board policy. Immediately upon issuance of an Alcohol Beverage Permit, a complete copy of the application and the permit shall be delivered to the Office of the State Board of Education, and Board staff shall disclose the issuance of the permit to the Board no later than the next Board meeting.

The last update presented to the Board was at the August 2014 Board meeting. Since that meeting, Board staff has received forty-two (42) permits from Boise State University, ten (10) permits from Idaho State University, eleven (11) permits from the University of Idaho, and three (3) permits from Lewis-Clark State College.

Board staff has prepared a brief listing of the permits issued for use. The list is attached for the Board's review.

**ATTACHMENTS**

Attachment 1 - List of Approved Permits by Institution

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**BOARD ACTION**

This item is for informational purposes only. Any action will be at the Board's discretion.

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**APPROVED ALCOHOL SERVICE AT  
BOISE STATE UNIVERSITY  
July 2014 – October 2014**

<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
Helmets & Heels	Stueckle Sky Center	X		7/29/14
ID Regional Academy on Mathematics Ed	SUB – Simplot AC	X		7/30/14
Queen Concert	Morrison Center		X	8/01/14
Borah High Reunion	Stueckle Sky Center		X	8/02/14
BSU New Faculty & Staff Reception	Stueckle Sky Center	X		8/05/14
Tom Petty Concert	Taco Bell Arena		X	8/05/14
Music above the Blue	Stueckle Sky Center		X	8/07/14
Rocky Mountain Elk Foundation Dinner	Stueckle Sky Center		X	8/09/14
Bronco Athletic Assoc.	Stadium- 50 yard line	X		8/18/14
BSU Public Radio Donor Appreciation Dinner	BSU Radio Offices/Studios	X		9/09/14
Albertsons Store Directors Dinner	Stueckle Sky Center		X	9/10/14
Andrus Women's Leadership Conference	SUB Jordan Ballroom		X	9/10/14
Sportsplex Idaho	Stueckle Sky Center		X	9/12/14
Partnership Retreat Dinner	Stueckle Sky Center		X	9/13/14
Visual Definition Committee Meeting	COBE	X		9/16/14
United Water Retirement Party	Stueckle Sky Center		X	9/17/14
Kinesiology Alumni	SUB- Lockout Room	X		9/18/14
Center for Entrepreneurship Mixer	COBE-Imagination Lab		X	9/19/14
President Alumni Gala	Stueckle Sky Center	X		9/19/14
Ronald McDonald House Banquet	Stueckle Sky Center		X	9/23/14
ID Statewide Nonprofit Conference	SUB-Jordan Ballroom		X	9/23/14
Godsmack Concert	Taco Bell Arena		X	9/23/14

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<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
Blake Shelton VIP Pre-Concert	Taco Bell Arena		X	9/25/14
Blake Shelton Concert	Taco Bell Arena		X	9/25/14
Philharmonic Opening Night	Morrison Center		X	9/27/14
Philharmonic Opening Gala	Stueckle Sky Center		X	9/27/14
Masters/Power Engineering	COBE		X	9/29/14
Petso Client Appreciation	Stueckle Sky Center		X	10/01/14
Paul Taylor Dance Co.	Morrison Center		X	10/02/14
Arts & Humanities Reception	Yank-HI Gallery	X		10/2/14
Jim Gaffigan	Morrison Center		X	10/3/14
Serving Up Wishes	Stueckle Sky Center		X	10/06/14
Erik Larson Readings & Conversations	Morrison Center		X	10/07/14
FLITE Basketball Benefit Auction	SUB-Hatch Ballroom		X	10/10/14
Ore-Ida Council Boy Scouts	Stueckle Sky Center- Double R Ranch		X	10/11/14
St. Luke's Doctors	Stueckle Sky Center-Skyline		X	10/11/14
Navy Ball	SUB-Jordan Ballroom		X	10/11/14
Straight No Chaser	Morrison Center		X	10/17/14
Boise Philharmonic	Morrison Center		X	10/18/14
Flashdance /Broadway Musical	Morrison Center		X	10/21-23/14
Red Sky Meeting Reception	COBE-Williams Exec. Boardroom & Patio		X	10/22/14
Treasure Valley Skills Summit	Stueckle Sky Center- Double R Ranch		X	10/29/14

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<p><b>APPROVED ALCOHOL SERVICE AT IDAHO STATE UNIVERSITY August 2014 – November 2014</b></p>
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EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Welcome Assembly	Stephens Performing Arts Center	X		8/27/14
Faces of Hope	FA Bldg. Davis Art Gallery	X		9/02/14
Idaho Hometown Hero	ISU Performing Arts Center	X		9/06/14
Tour de Vins	SUB-Wood River Rooms	X		09/13/14
ISU Foundation Board Dinner	Little Wood River Room	X		9/25/14
President's Homecoming Brunch	SPAC- Rotunda	X		9/27/14
Asian Pacific Exhibit Opening	Museum Gallery	X		10/04/14
President's State of the University Address	Stephens Performing Arts Center	X		10/29/14
Crab Feed	Pond Student Union Ballroom	X		11/04/14
Celebrating Excellence Awards	SPAC-Rotunda	X		11/12/14

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<b>APPROVED ALCOHOL SERVICE AT  UNIVERSITY OF IDAHO  August 2014 –November 2014</b>
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EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Convocation Dinner	SUB- Vandal/International Ballroom	X		8/21/14
Jack Morris Memorial Reception	JA Albertson's Building	X		8/23/14
Golf Course Improvement Tournament	Golf Course	X		9/14/14
125 <sup>th</sup> Inauguration Art Unveiling Reception	Prichard Art Gallery	X		9/18/14
Inauguration Dinner	SUB- Vandal/International Ballroom	X		9/19/14
Beta Theta Pi Centennial Celebration	SUB/International Ballroom	X		9/20/14
Crosstoberfest	UI Extension, North Boyer, Sand Point		X	10/4 & 5/14
Bruce Pitman's Retirement Celebration	Kibbie Sprint Turf Field	X		10/17/14
Golden I Reunion	SUB/International Ballroom	X		10/17/14
Law Classes of 2004/05 10 Year Reunion	Idaho Water Center, Boise	X		10/25/14
VIEW Elevator Pitch Competition	J.A. Albertson's Building, first floor gallery	X		11/20/14

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**APPROVED ALCOHOL SERVICE AT  
LEWIS-CLARK STATE COLLEGE  
October 2014 – December 2014**

<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
State Board of Education Dinner	LCSC Center for Arts & History (CAH)	X		10/15/14
ID Assoc. of Museums Conference Reception	LCSC Center for Arts & History (CAH)	X		10/17/14
Winter Revels Holiday Party	Williams Conference Center	X		12/5/14

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