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GOVERNOR

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COMMISSIONER OF ADMINISTRATION

State of Louisiana
Division of Administration
Office of State Purchasing

ADDENDUM NO. 1

Your reference is directed to File No.U28962EP, Solicitation No. 2257121 scheduled to be opened at 10:00 A.M. CST on June 9, 2014 for Commercial General Liability Insurance Program through The Office of Risk Management for The State of Louisiana, Louisiana Stadium and Exposition District and SMG, A/T/I/M/A Mercedes Benz Superdome, Smoothie King Center and Champions Square.

The following changes are to be made to the referenced solicitation:

Reference RFP, Exhibit A – Insurance Program Specifications

Delete in its entirety and replace with attached Revised Exhibit A – Insurance Program Specifications

Add:

Attachment 5 Louisiana Stadium and Exposition District Consolidated Cash Flow FYE 2013

Add the following documents to Supporting Documentation found at ORM Website

<http://doa.louisiana.gov/orm/rfp.htm>

- Fiduciary Liability Questionnaire-LSED
- Public Officials & Employment Practices Liability Questionnaire-LSED
- Public Officials & Employment Practices Liability Questionnaire - SMG
- State of LA-SMG Management Agreement
- Concession Management Agreement – Champions Square
- Concession Management Agreement – Superdome-Arena
- SMG-Pelicans Contract Insurance Language
- SMG-Saints Contract Insurance Language
- SMG-VooDoo Contract Insurance Language

Attached are Vendor’s Written Inquiries and State’s Answers

This addendum is hereby officially made a part of the referenced proposal.

ACKNOWLEDGMENT: If you have already submitted your proposal and this Addendum does not cause you to revise your proposal, you should acknowledge receipt of this Addendum by identifying your business name and by signing where indicated. You may return this Acknowledgment by mail to: Office of State Purchasing, P.O. Box 94095, Baton Rouge, LA 70804-9095, by hand delivery or courier to: Office of State Purchasing, 1201 N. Third Street, Claiborne Building, Suite 2-160, Baton Rouge, LA 70802, or by fax to: (225) 342-8688. The State reserves the right to request a completed Acknowledgement at any time. Failure to execute an Acknowledgment shall not relieve the proposer from complying with the terms of its proposal.

Addendum Acknowledged/No changes:

For: _____ By: _____

REVISION: If you have already submitted your proposal and this Addendum requires you to revise your proposal, you must indicate any change(s) below, identify your business name and sign where shown. Revisions shall be delivered prior to proposal opening in a sealed envelope marked with the file number, the proposal opening date and time either by mail to: Office of State Purchasing, P. O. Box 94095, Baton Rouge, LA 70804-9095, or by hand delivery or courier to: Office of State Purchasing, 1201 N. Third Street, Claiborne Building, Suite 2-160, Baton Rouge, LA 70802, or by fax to: (225) 342-8688. Electronic transmissions other than by fax are not being accepted at this time.

Revisions received after proposal opening shall not be considered and you shall be held to your original proposal.

Revision: _____

For: _____ By: _____

REVISED Exhibit A - Insurance Program Specifications

The following parameters are required in the commercial general liability insurance program for the State of Louisiana, Louisiana Stadium and Exposition District and SMG, A/T/I/M/A for the Mercedes-Benz Superdome, Smoothie King Center and Champions Square. All options in addition to or differing from these parameters will be evaluated separately from the base program. ORM reserves the right to choose any combination of options presented.

1. The example self-insurance policy (SCGL20142015) found at ORM Website <http://doa.louisiana.gov/orm/rfp.htm> is the preferred scope of coverage. ORM will accept comparable coverage.
2. For the following exclusions, it is acceptable for the companies to use their own forms in all layers:
 - Fungus/Mold
 - Asbestos
 - Silica/Silica Dust
 - Terrorism
 - Pollution, except the form must have an exception for hostile fire
 - Claims resulting from a violation of economic or trade sanctions, if applicable
 - Claims resulting from a violation of a communication or information law, if applicable
3. The First Named Insured is as follows:

The State of Louisiana, Louisiana Stadium and Exposition District and SMG,
A/T/I/M/A for the Mercedes-Benz Superdome, Smoothie King Center and Champions
Square
c/o Office of Risk Management
P.O. Box 91106
Baton Rouge, LA 70821-9106
4. It is the States intent for the inception date of the commercial general liability program to be July 1, 2014 and the expiration date to be July 1, 2015. ORM reserves the right to modify these dates.
5. Minimum program limit: \$100,000,000 per occurrence. ORM reserves the right to purchase a lower limit.
6. Deductible per occurrence = \$0.
7. The following coverages will be accepted at \$10,000,000 per occurrence:
 - Professional Liability (Errors And Omissions)
 - Public Officials And Employees Liability Insurance
 - Employee Benefits Liability

8. Participating insurance companies must have an A.M. Best rating of A-, VIII or higher and be licensed to do business in the State of Louisiana.
9. In the event an insurance company (or companies) fails to perform, ORM shall allow substitution for such company (or companies) if the new company (or companies) sought to be substituted meets all criteria set forth in this RFP.
10. The following wording, or its equivalent, is required in the commercial general liability policy:

A. Cancellation Provisions

ORM may cancel the policy by giving the company thirty (30) days advance notice of the date cancellation is to take effect. The insurance company(ies) may cancel or non-renew the policy(ies) by notifying the Contractor, who is then responsible to notify ORM in writing at least:

One hundred twenty (120) days notice if cancellation or non-renewal is due to any reason other than non-payment of premium; or

Ten (10) days before the effective date of cancellation if cancellation is due to non-payment of premium.

If this insurance is cancelled by the Insurer, the Insurer shall retain the pro-rata proportion of the premium earned from the date of inception to the date of cancellation. If this insurance is cancelled by the Insured, the Insurer shall retain the pro-rata proportion of the premium earned from the date of inception to the date of cancellation.

Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

A. Errors and Omissions

Any error or inadvertent omission made by the Insured shall not void or impair the insurance hereunder provided the Insured reports such error or inadvertent omission as soon as reasonably possible after discovery by the First Named Insured.

B. The following standard clauses are included: Other Insurance and Permission for Excess.

C. Additional Insureds

The following shall be added as additional insureds:

Zelia, Inc.
Red Mountain Entertainment, Inc.
NCF Sub-DCE 5, LLC
U.S. Bancorp Comm. Dev. Corp.
Ameriprise Financial, Inc.
Busch Media Group, Inc.
Evangelical Lutheran Church in America
Essence Festivals Productions, LLC
SEC

Blue Deuce Entertainment, LLC
Mid-City Comm. CDE-Loan Fund, LLC
USB LSED Investment Fund, LLC
NBA and NBAE
NCAA
NFL
Feld Entertainment, Inc.
Cirque du Soleil, Inc.

Vendor's Written Inquiries and State's Answers

Question No. 1

The bid defines contractor but it does not define proposer(s). On page 9, section 1.5 Mandatory Requirements, there are requirements of the proposer(s). Is Eustis Insurance the proposer or can it be the broker we are accessing for placing the coverage? Specifically, it states that the proposer must have experience in structuring, placing, binding, and servicing complex commercial general liability insurance programs for large stadium and exhibition venues. If we do not have the experience but if our broker has the experience, does that qualify?

Answer: The proposer is the company offering the proposal and signing the relevant forms as required by the RFP. The proposer becomes contractually obligated to the State for the proposal submitted if awarded. The proposer must articulate how the experience qualification is met and the evaluation committee determines the qualification outcome.

Question No. 2

Will the state accept responses from consultants who represent the state and not any insurance companies?

Answer: Yes, as long as the consultant can meet the requirements of the RFP and the methodology is explained.

Question No. 3

Is the RFP for a capabilities presentation or are we required to actually provide quotes for the coverage?

Answer: See Attachment 1, Scope of Services, Item 2. Insurance Program. At a minimum, a conceptual program is to be structured and the methodology used to place it should be described. Attachment 2, Total Cost Proposal Form must include the maximum cost of such a program that meets all of the requirements in Exhibit A. Upon award, a broker-of-record letter may be issued to assist the awarded broker in placing the program.

Question No. 4

The **Notice to Proposers** document as well as page five of the actual RFP contains the following language:

This RFP supersedes any and all market submissions made for commercial general liability for the State of Louisiana, Louisiana Stadium and Exposition District (LSED) and SMG, A/T/I/M/A for the Mercedes-Benz Superdome, Smoothie

King Center and Champions Square. Any outstanding broker-of-record letters are deemed null and void with the release of this RFP.

The above language seems to be clear and specific that any markets having received a submission prior to 10 AM CST on Thursday, May 8, 2014 and that any existing broker-of-record letters prior to that date are null and void and should be ignored. As such, the markets should recognize the first submission received after 10 AM CST on Thursday, May 8, 2014. Despite the apparent clear intent of the State, certain markets are struggling with this. Can you please once again indicate your intent.

Answer: The intent of placing this statement on the Notice and in the RFP itself is to clarify that this is the official marketing package for the named insureds for the insurance coverage stated. The State of Louisiana encourages insurance markets to honor this package as intended.

Question No. 5

We are compiling our questions to submit on the captioned RFP. One of the very important inquiries requires information via applications for the public officials and professional liability portions of the RFP. Because of the urgent necessity for this information, we are submitting the attached applications now, with the request that the responsive addendum be provided as soon as possible.

INQUIRIES:

- Will State/LA Stadium complete the attached Fiduciary Proposal Form application (form D3200) and attach required supporting documents?
- Will State/LA Stadium complete the attached Claims Made Public Officials and Employment Practices Liability Application and attach required supporting documents?

Answer: The completed Fiduciary Liability Form for SMG is unavailable at this time. The completed forms have been added to Supporting Documentation and can be found at <http://doa.louisiana.gov/orm/rfp2014LSED-SMGcgllns.htm>. They are named as follows: Fiduciary Liability Questionnaire-LSED, Public Officials & Employment Practices Liability Questionnaire-LSED - 5 pages, & Public Officials & Employment Practices Liability Questionnaire-SMG - 5 pages.

Question No. 6

Page 33, #8, it states "The following coverages will be accepted at \$10,000,000 per occurrence." – Professional Liability (E&O), Public Officials & Employees Liability Insurance, and Employee Benefits Liability. Is this \$10 million limit intended to be excess of the \$5 million SIR?

Answer: No. The \$10,000,000 sublimits for the listed coverages are primary.

Question No. 7

Page 32, #3, it states “For the following exclusions, it is acceptable for the companies to use their own forms in all layers: ”As regards Asbestos, the State of Louisiana primary policy has an Asbestos/Silica/Silica-Dust Exclusion. Is it acceptable for the companies to utilize their own forms for the Silica/Silica-Dust Exclusion?

Answer: Yes. See Revised Exhibit A – Insurance Program Specifications in this Addendum.

Question No. 8

Page 34, #11, D, Additional Insureds – What is the interest of each listed and is the insured afforded reciprocal additional insured status? Can you confirm the minimum limits required from each entity?

Answer: These entities have contractual relationships with the named insured(s) either for use of the facilities or for investment/loan agreements. Those entities that have facilities use agreements are subject to a use agreement similar to the “Example License Agreement” document found at <http://doa.louisiana.gov/orm/rfp.htm>. The typical minimum limits are shown in this document.

Question No. 9

The primary State of Louisiana policy includes an endorsement No. 8, SMG Waiver of Subrogation. Since this endorsement indicates “In accordance with the Management agreement between SMG and the State of Louisiana...., can a copy of the agreement/contract be provided to review who is responsible for what? Since this a new form, does SMG have similar wording in their policy in favor of the State of Louisiana? What impact do you anticipate this will have on future claims and incurred payments? Have claims been previous subrogated to SMG, if so how many?

Answer: The document “State of LA-SMG Management Agreement” has been added to Supporting Documentation and can be found at: <http://doa.louisiana.gov/orm/rfp2014LSED-SMGcglIns.htm>. The State is responsible by contract to provide the insurance coverage for SMG’s operations of the facilities. The Waiver of Subrogation has been a part of the LA-SMG Management Agreement. Please reference Section 12.3 Waiver of Subrogation of the LA-SMG Management Agreement. To our knowledge, there are no other policies. We do not anticipate that claims will be impacted by this. To our knowledge, there have not been claims subrogated to SMG.

Question No. 10

Please provide losses for 2007-08 and historical exposures/premium basis for 2007-08 and 2008-09?

Answer: Given the time constraints related to this RFP, the additional loss information is not available at this time. For premiums related to the self-insurance coverage, please see Question No. 11.

Question No. 11

For each of the past three years, please provide the annual premium charged to the Louisiana Stadium and Exposition District and SMG, ATIMA; Mercedes Benz Superdome; Smoothie King Center; Champions Square for the \$5,000,000 policy provided by ORM.

Answer:

Self-Insured Commercial General Liability Premiums

	<u>FY 2011-2012</u>	<u>FY 2012-2013</u>	<u>FY 2013-2014</u>
Mercedes Benz Superdome/Champions Square	\$722,409	\$891,187	\$501,976
Smoothie King Center	\$62,935	\$71,315	\$85,017

Question No. 12

What is the definition of Proposer(s) as used throughout the Request for Proposal?

Answer: The proposer is the company offering the proposal and signing the relevant forms as required by the RFP. The proposer becomes contractually obligated to the State for the proposal submitted if awarded.

Question No. 13

On Page 32, Item 2 “If a layered program is developed, non-current program structure and pricing are required”, what is meant by “non-concurrent program”?

Answer: Please disregard this statement. It has been removed from this RFP. See Revised Exhibit A – Insurance Program Specification in this Addendum.

Question No. 14

On Page 32, Item 7, Deductible per occurrence = \$0. Does this mean that you are looking for the insurance to have a \$0 deductible excess of the SIR or does it mean a \$0 deductible with no SIR?

Answer: \$0 deductible with no SIR.

Question No. 15

On Page 25, Item 2.5.4 Financial “See Section 1.6 Proposal Response Format, E. Financial Proposal in this RFP. We cannot locate section 1.6 Proposal Response Format E in the RFP. Please provide or advise.

Answer: Section 1.6 Proposal Response Format begins on page 10 of the RFP. Item E., which deals with the Financial Proposal, begins on page 12.

Question No. 16

Page 12, Item E states that “fees shall not be included as part of the cost proposal”. Does this mean that ORM will place coverage based on the insurer actual premium charge and not the total cost of coverage including fees?

Answer: Surplus lines taxes and/or fees will be paid in addition to the insurance premiums when the program is placed. Surplus lines taxes/fees are not required to be included in Attachment 2 Total Cost Proposal Form. The broker fee shall be included on Attachment 2 Total Cost Proposal Form.

Question No. 17

Does the insured have any sort of immunity/caps applicable to it?

Answer: LSED as a state agency is subject to a total liability cap as stated in LA R.S. 13:5106. SMG is not subject to this cap.

Question No. 18

Are Champions Square and Smoothie King Center admissions/attendance – included with the superdome attendance? Projected receipts for 2014-15 for Champions Square?

Answer: The projected attendance for the Smoothie King Center for the current year can be found in the Smoothie King Center Information document. As Champions Square is a public outdoor plaza, attendance headcounts are impossible. Capacity figures can be found in the Champions Square Information document. Both documents

can be found at <http://doa.louisiana.gov/orm/rfp2014LSED-SMGcglIns.htm>. Projected receipts for Champions Square for FY 2014-2015: \$4,568,700.

Question No. 19

Regarding the concessions/liquor – does Centerplate handle it all for all facilities/areas? Does the agreement require primary and non-contributory language? Please provide copy of contract(s). Are same limits required by all facilities? Who does training?

Answer: See Section V. ADDITIONAL INFORMATION, Item D. in the General Information document found at <http://doa.louisiana.gov/orm/rfp2014LSED-SMGcglIns.htm>. To our knowledge, the agreement does not include primary and non-contributory language. Concessionaire is contractually responsible for employing, training and supervising all employees.

Concession Management Agreement – Champions Square and Concession Management Agreement-Superdome-Arena have been added to Supporting Documentation and can be found at <http://doa.louisiana.gov/orm/rfp2014LSED-SMGcglIns.htm>.

Question No. 20

Does the insured derive economic benefit from the sale of alcohol? If yes and liquor liability coverage is desired, what is the estimated revenue coming from the alcohol sales to the insured? What liquor controls are in place? Is liquor awareness training provided to servers i.e. TIPS training?

Answer: Yes. Estimated gross receipts for FY 14-15 for alcohol sales only: \$13,872,690. TIPS training is provided to employees serving the alcohol.

Question No. 21

Does the insured handle maintenance/janitorial at each of the facilities itself or is it subcontracted? If subcontracted, does that entity have insurance and list our insured as an additional insured? If handled by the insured, does the insured keep maintenance logs/records? What is policy on periodic inspections and maintenance for all facilities?

Answer: Insured handles most general maintenance and janitorial services. Janitorial services may be contracted for post event and construction clean-up, when necessary. Maintenance logs are required to be kept. The policy regarding periodic inspections is unavailable at this time.

Question No. 22

Are other services such as landscaping, grounds maintenance, concessions, giftshop subcontracted? What limits are required?

Answer: Landscaping and grounds maintenance are subcontracted. The concessionaire (Centerplate, at this time) is responsible for all food and beverages for all three facilities. See Question No. 19. The giftshop is controlled by the Saints.

Question No. 23

Is the parking subcontracted or handled internally? If subcontracted, does that entity have insurance and list our insured as an additional insured?

Answer: Parking is handled by SMG. No valet services are provided.

Question No. 24

Security, confirm security is handled by employees or a subcontractor. If handled by employees, describe training/refresher course/firearms requirements. Need Security Guard count per stadium/facility. Are female guards used for pat downs on female visitors? What are procedures for handling unruly patrons? Are guards trained to avoid false arrest or unlawful detainment claims? If subcontracted, does that entity have insurance and list our insured as an additional insured?

Answer: Security is provided by SMG and through subcontracts for larger events. All armed commissioned officers are required to attend annual refresher firearms training in accordance with the procedures prescribed by the Louisiana State Board of Private Security Examiners. A new hire is required to attend classroom training (16 hours) and an additional 8 hours firearms training as prescribed by the Louisiana State Board of Private Security Examiners. In addition to those requirements, our commissioned officers also receive report writing, defensive tactics, baton and handcuffing training on a regular basis. Security guard count is 32 and spread across all facilities. Female guards pat down female visitors. Unruly patrons are given a warning and if they do not comply, then they are escorted off premises after their information has been documented. Guards are trained to avoid false arrest/unlawful detainment claims.

Question No. 25

Are local police contracted for security services?

Answer: Yes. New Orleans Police Department, local Sheriff's Offices, and Louisiana State Police are used. Armed security is 24/7 on-site. Subcontracted non-armed security are used at the Superdome for screening of patrons at the entrance gates.

Question No. 26

Are metal detectors used? Wands?

Answer: Yes to both.

Question No. 27

Are there holding cells on the premises?

Answer: Yes.

Question No. 28

How often are escalators inspected and maintained?

Answer: Escalators are inspected by a qualified outside contractor at least semi-annually. Regular maintenance is performed by SMG staff as follows:

Lubrication of step chains – Twice per year

Lubrication of handrail drive chains – Once per year

Visual inspections of upper and lower safety devices, power controller, step rollers, ring gear oilers – Twice per year

Silicone skirts – Twice per year

Visual inspections of proper operation – before each event/3-4 times per month

Question No. 29

First aid – any employed EMTs/Ambulance drivers, etc. or is the exposure subcontracted?

Answer: EMTs and Ambulance service are subcontracted.

Question No. 30

Any fireworks exposures? If yes, confirm a licensed and insured pyro technician is utilized and that that the insured is listed as an additional insured.

Answer: Yes. These services are subcontracted. The subcontractor is qualified and insurance/additional insured status is required.

Question No. 31

Any amusement device exposures? If yes, please explain.

Answer: No.

Question No. 32

Any abuse/molestation exposure (care, custody or control of minors)?

Answer: Limited exposure. Minors may be detained and placed in a holding area delegated only for minors. They are immediately turned over to the police and processed per police department protocol.

Question No. 33

Anchor tenant agreements (Saints, VooDoo, Pelicans) – need copies of contracts.

Answer: The insurance and indemnification language from each of the listed contracts has been added to Supporting Documentation and can be found at <http://doa.louisiana.gov/orm/rfp2014LSED-SMGcqlIns.htm>. They are named as follows: SMG-Pelicans Contract Insurance Language, SMG-Saints Contract Insurance Language, and SMG-VooDoo Contract Insurance Language. These contracts are private and confidential so we could only be provided with the Insurance and Indemnification wording of the contract.

Question No. 34

For all other users – including those using Champions Square et al, please confirm that the insured obtains Additional Insured status. Please provide copy of sample contract.

Answer: See Example License Agreement found at <http://doa.louisiana.gov/orm/rfp2014LSED-SMGcqlIns.htm>.

Question No. 35

Please furnish copies of contracts of all additional insureds listed on page 34 of RFP.

Answer: Contracts cannot be furnished at this time.

Question No. 36

Loss details on losses over \$50,000.

Answer: Question unclear. See Commercial General Liability Loss Experience Summary document found at <http://doa.louisiana.gov/orm/rfp2014LSED-SMGcqlIns.htm>.

Question No. 37

Any construction planned for this policy term? If yes, please describe.

Answer: Yes. The Smoothie King Center.

Question No. 38

Provide operations and exposures by employees, subcontractors or volunteer workers. What is Payroll by class? Employee Count by class? Provide estimated sub-costs by category of subcontractor.

Answer: FY 14-15 projected payroll by class is as follows for combined facilities. Information regarding employee count, subcontractors or volunteers is not available at this time.

<i>Classification</i>	<i>FY 2014-15 Projected Payroll</i>
<i>8810 Clerical NOC</i>	<i>\$ 2,842,000</i>
<i>9014 Bldg.-Oper. By Contractor</i>	<i>\$ 9,575,600</i>
<i>7720 Police NOC</i>	<i>\$ 5,445,400</i>

Question No. 39

Confirm Terrorism will be excluded, and necessary rejection forms will be completed and signed.

Answer: Terrorism is excluded. Rejection forms will be signed after program is placed.

Question No. 40

Explain decrease in revenue if same attendance and same admissions.

Answer: At this time, there are no major events planned for FY 14-15, such as the SuperBowl, Wrestlemania, etc.

Question No. 41

Is there any vehicle exposure? If so, need number, classification, schedule, drivers, etc.

Answer: No.

Question No. 42

Endorsement 3 of sample policy, Additional Exclusions, ADDS coverage for LSED for ownership of Alario Center, Saints Training Facility, Jefferson Baseball Field and LSED Board of Directors for operations of these facilities plus Mercedes Benz Superdome, Smoothie King Center. What are the exposures for these locations? Location addresses, occupancy, operations, etc.

Answer: Disregard Item #3 of Endorsement No. 3 of the sample policy in relation to this RFP. LSED also owns and manages other facilities other than the Mercedes Benz Superdome, Smoothie King Center, and Champions Square. The liability exposure for those other facilities is NOT included in this RFP.

Question No. 43

On page 32 of the RFP, what is meant by, “If a layered program is developed, non-concurrent program structure and pricing are required?”

Answer: See Question 13. Please disregard this statement. It has been removed from this RFP. See Revised Exhibit A – Insurance Program Specifications in this Addendum.

Question No. 44

Provide copy or link to latest audited financials with notes.

Answer: Link to LSED’s financial statement is:

[http://app.la.state.la.us/PublicReports.nsf/AD9F61E8F49B0AA186257C3E006E0AAF/\\$FILE/00036AA9.pdf](http://app.la.state.la.us/PublicReports.nsf/AD9F61E8F49B0AA186257C3E006E0AAF/$FILE/00036AA9.pdf)

SMG’s financial statement summary has been added as Attachment 5 Louisiana Stadium and Exposition District Consolidated Cash Flow FYE 2013 through this Addendum.

Question No. 45

Provide copy of contract with SMG for management/operation of Mercedes-Benz Superdome and Smoothie King Center.

Answer: The document “State of LA-SMG Management Agreement” has been added to Supporting Document and can be found at:

<http://doa.louisiana.gov/orm/rfp2014LSED-SMGcgllns.htm>

Question No. 46

Provide copy of contract between Saints and NFL when Superbowl was held.

Answer: This document cannot be obtained at this time.

Question No. 47

Are event sponsors required to employ their own security, or do they use insured’s security?

Answer: Event sponsors use the insured's security.

Question No. 48

In event of another large hurricane, has insured implemented emergency plans and procedures to safeguard the public in event the Superdome becomes a safe haven for the public?

Answer: A ruling was enacted between the State and the City of New Orleans that the facilities will not be used as a public safe haven in future hurricane events.

Question No. 49

Provide plan audits for the employee benefit plans.

Answer: This information is not available at this time. A consultant for SMG Corporate handles the SMG employee benefit plans.

Attachment 5

**Louisiana Stadium and Exposition District
Consolidated Cash Flow FYE 2013**

June 30,2013

Sources and Uses of Funds	Original Budget 2013	Full year Estimate
LSED REVENUES:		
Taxes		
Hotel Occupancy Tax Collections (4¢)	\$ 35,500,000	\$ 41,708,762
New Orleans Sports Franchise Fund (1¢)	6,500,000	7,000,000
New Orleans Sports Franchise Assistance Fund(Slots)	3,300,000	3,173,987
License Plates	500,000	702,802
Sports Facility Assistance Fund (Players Tax)	3,300,000	4,269,611
Champions Square	0	0
Miscellaneous Income	300,000	40,356
LRA -CDBG Funds	11,321,670	11,321,670
TOTAL LSED REVENUE	<u>60,721,670</u>	<u>68,217,188</u>
LSED EXPENSES		
Debt Service ⁽¹⁾	26,000,000	24,642,710
Management Fee	1,470,000	1,494,130
Risk Management Premiums - Superdome& Arena	4,085,380	3,771,338
Renewal & Replacement Fund - Arena	500,000	500,000
LSED Administrative Services-See attached Detail	1,628,500	1,479,829
NOC Master Lease Payment	2,225,000	2,259,693
Capital Repairs	0	68,885
Capital Reserve Fund	1,000,000	1,000,000
working Capital		5,000,000
TOTAL LSED EXPENSES	<u>36,908,880</u>	<u>40,216,585</u>
LSED NET SURPLUS / (DEFICIT)	<u>23,812,790</u>	<u>28,000,603</u>
Mercedes Benz Superdome Operations		
Revenue	18,765,800	19,710,349
Expenses	<u>(14,662,860)</u>	<u>(15,117,336)</u>
TOTAL FACILITY REVENUE	<u>4,102,940</u>	<u>4,593,013</u>
New Orleans Arena - Operations		
Revenue	6,163,100	5,245,699
expenses	<u>(4,158,900)</u>	<u>(3,650,003)</u>
TOTAL FACILITY EXPENSES	<u>2,004,200</u>	<u>1,595,696</u>
Champions Square		
Revenue	4,196,600	5,495,847
expenses	<u>(2,795,700)</u>	<u>(4,200,926)</u>
TOTAL FACILITY EXPENSES	<u>1,400,900</u>	<u>1,294,921</u>
NET FACILITY REVENUE	<u>7,508,040</u>	<u>7,483,630</u>
OPERATING SURPLUS / (DEFICIT)	<u>31,320,830</u>	<u>35,484,233</u>
LESS:		
Team Related Obligations		
Saints		
Saints Player Tax	2,300,000	2,418,953
Saints Credits/Offsets	0	0
Saints Staffing	1,650,000	2,013,266
Saints Game-Day Entitlements	12,200,000	14,343,606
Superbowl Payment	0	2,000,000
	<u>16,150,000</u>	<u>20,775,825</u>
Hornets		
Hornets Inducement Payments	8,295,830	2,856,000
Hornets Players Tax	800,000	1,700,658
Hornets Relocation expense	1,000,000	714,286
Hornets Staffing	1,475,000	1,595,245
Hornets Game-Day Entitlements	3,000,000	2,414,576
	<u>14,570,830</u>	<u>9,280,765</u>
ZEPHYRS		
Zephyrs Players Tax	150,000	150,000
Zephyrs Maintenance Fund	450,000	450,000
	<u>600,000</u>	<u>600,000</u>
TOTAL TEAM RELATED OBLIGATIONS	<u>31,320,830</u>	<u>30,656,590</u>
NET SURPLUS/(DEFICIT)	<u>0</u>	<u>4,827,643</u>
Transfer to Capital Reserve Approved by LSED		<u>(3,500,000)</u>
Adjusted Net Surplus(Deficit)	<u>0</u>	<u>1,327,643</u>