

MATERIAL SUPPORTING THE AGENDA

Volume XXVa

September - December 1977

This volume contains the Material Supporting the Agenda furnished to each member of the Board of Regents prior to the meetings held on

September 16, 1977

November 11, 1977

December 16, 1977

The material is divided according to the standing committees and the meetings that were held and is submitted on three different colors, namely:

White paper - for the documentation of all items that were presented before the deadline date.

Blue paper - all items submitted to the Executive Session of the Committee of the Whole and distributed only to the Regents, Chancellor and President of the System.

Yellow paper - Emergency items distributed at the meeting.

Material distributed at the meeting as additional documentation is not included in the bound volume, because sometimes there is an unusual amount and other times some people get copies and some do not get copies. If the Secretary was furnished a copy, then that material goes into the appropriate subject file.



BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

Material Supporting

Agenda

Meeting Date: **December 15-16, 1977**

Meeting No.: **750**

Name: *Official Copy*

BOARD OF REGENTS
of
THE UNIVERSITY OF TEXAS SYSTEM

CALENDAR

Headquarters: Fairmont Hotel
Ross at Akard
Dallas, Texas

Thursday, December 15, 1977

Place: Gold Room - see following page.
Fairmont Hotel

Time: 10:30 a. m. Meeting of the Board
To Resolve into Buildings and Grounds
Committee

Friday, December 16, 1977

Place: Cafeteria, Founders Building North
U. T. Dallas

Time: 9:00 a. m. Meeting of the Board

Committee Meetings
System Administration Committee
Academic and Developmental Affairs Committee
Buildings and Grounds Committee
Health Affairs Committee
Land and Investment Committee
Committee of the Whole
Open Session
Executive Session

Meeting of the Board

Telephone Numbers

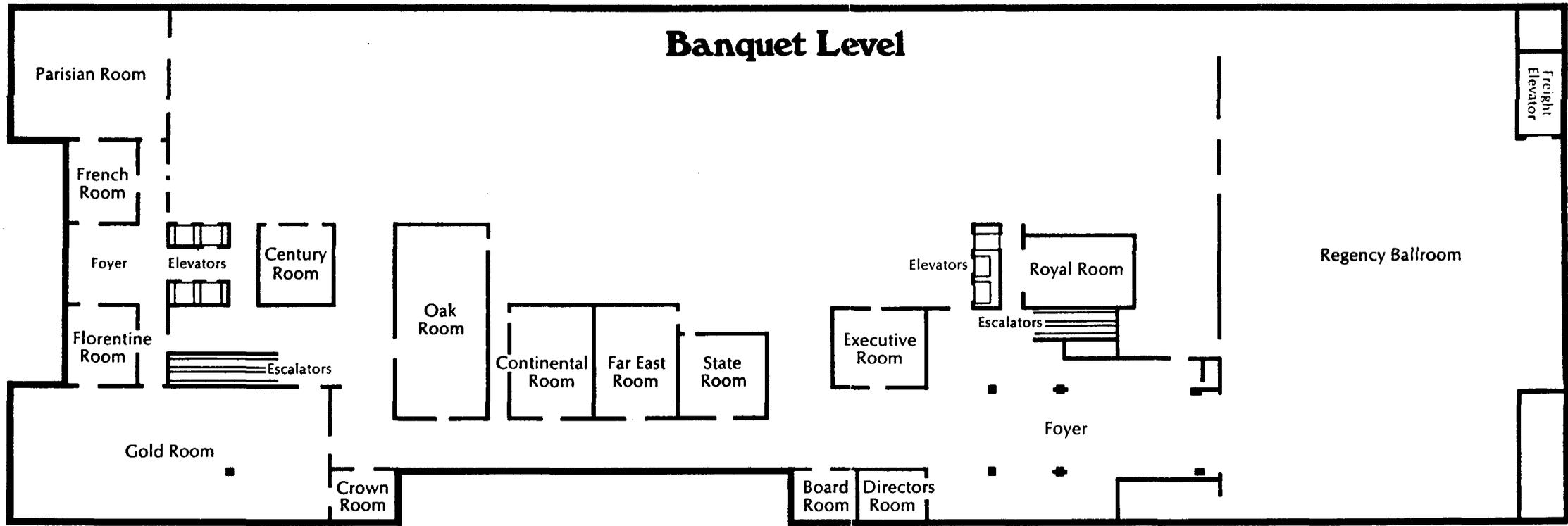
President Jordan's Office 690-2201
U. T. Dallas

Fairmont Hotel, Dallas, Texas 748-5454

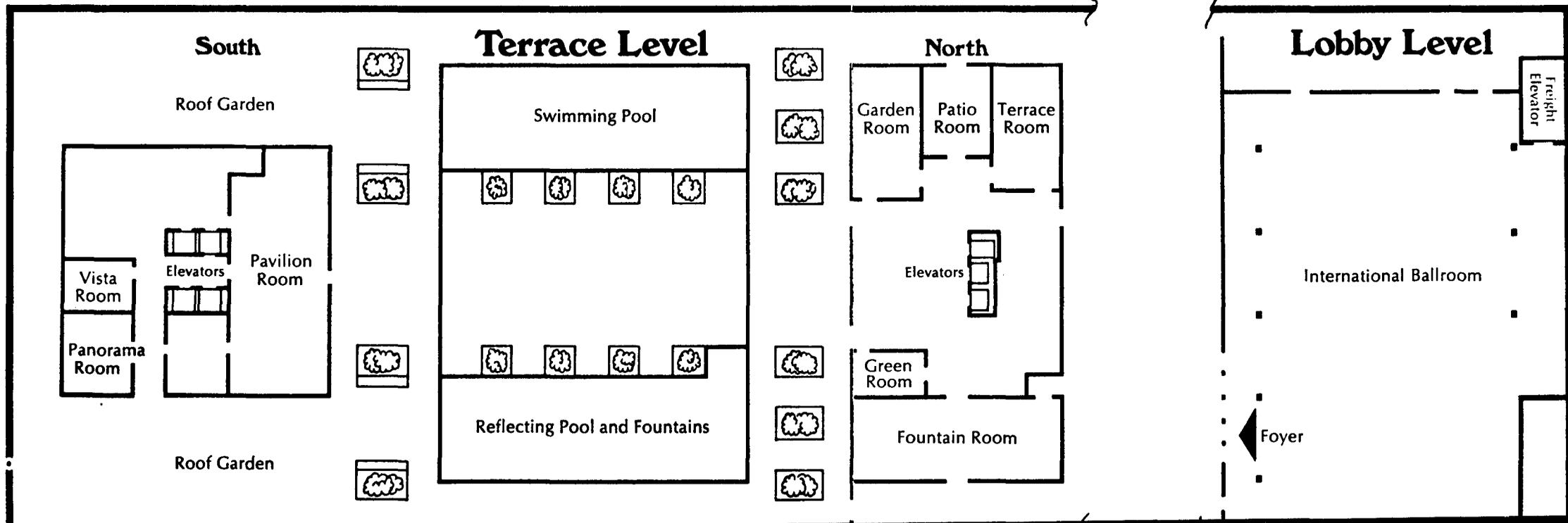
Airlines:

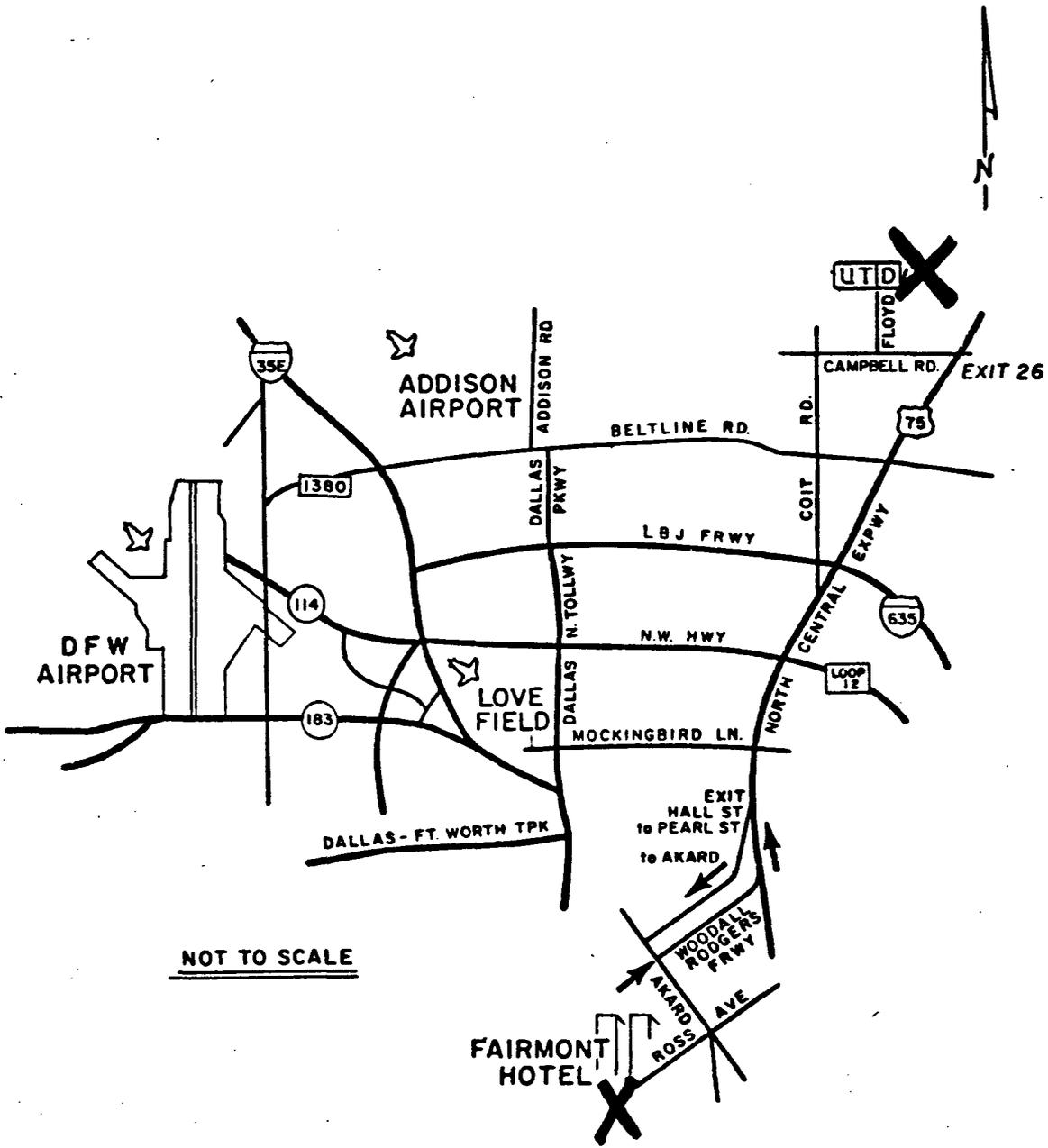
Braniff International 357-9511
Continental 647-2910
Texas International 267-8141

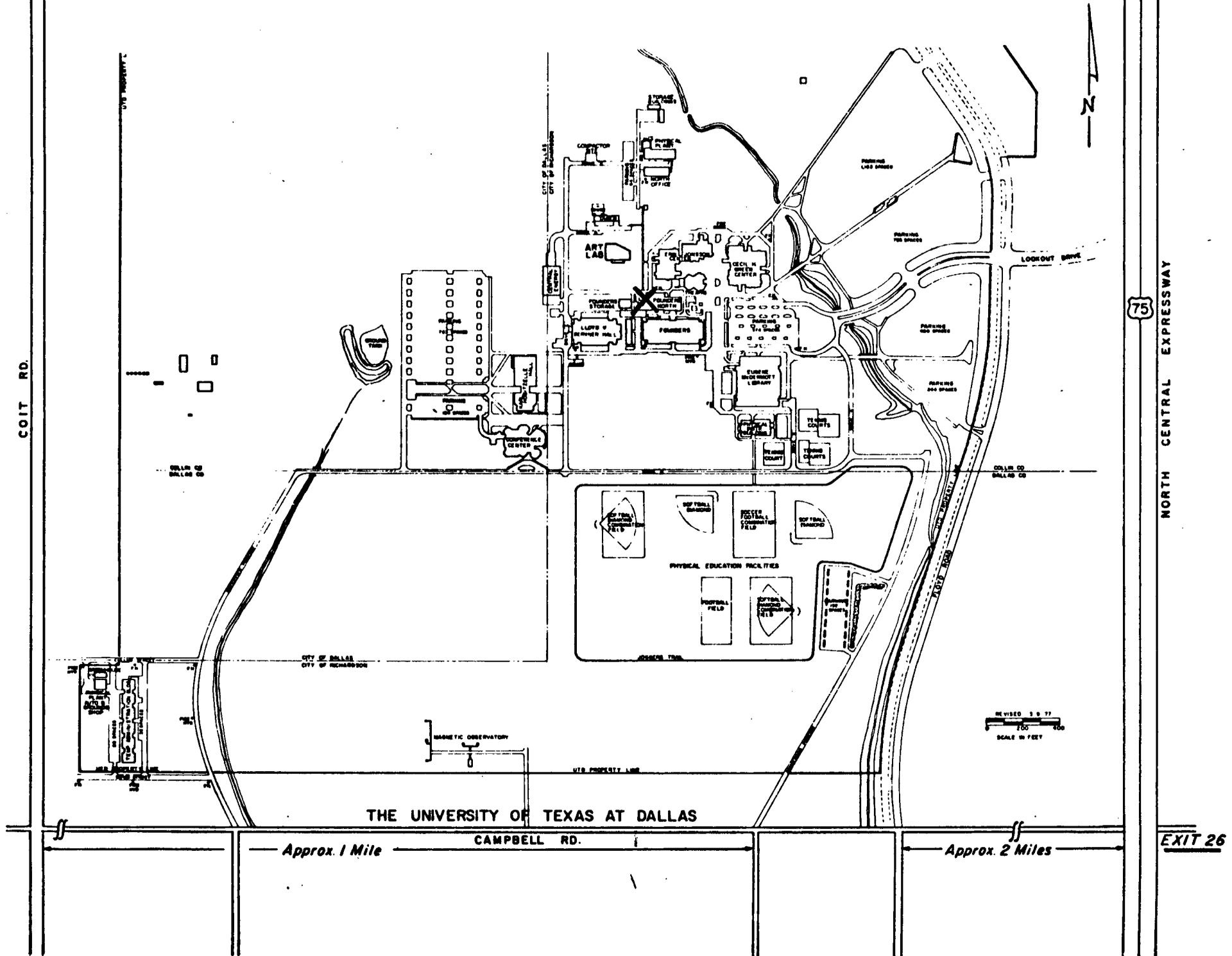
Love Field (Southwest Airlines) 640-1221
Addison Airport 239-3761
Cooper Field 357-1811



2







THE UNIVERSITY OF TEXAS AT DALLAS

Approx. 1 Mile

CAMPBELL RD.

Approx. 2 Miles

EXIT 26

Meeting of the Board

AGENDA FOR MEETING
of
BOARD OF REGENTS
of
THE UNIVERSITY OF TEXAS SYSTEM

Date: December 15, 1977

Time: 10:30 a. m.

Place: Gold Room
Fairmont Hotel, Dallas, Texas

A. CALL TO ORDER

B. RECESS FOR DISCUSSION MEETING OF BUILDINGS AND
GROUNDS COMMITTEE (Pg. B&G 1-15)

(continued)
AGENDA FOR MEETING
of
BOARD OF REGENTS
of
THE UNIVERSITY OF TEXAS SYSTEM

Date: December 16, 1977
Time: 9:00 a.m.
Place: Cafeteria, Founders Building North
U. T. Dallas

- A. ...
- B. ...
- C. RECONVENE
- D. APPROVAL OF MINUTES OF REGENTS' MEETING HELD
NOVEMBER 10-11, 1977
- E. WELCOME AND REPORT BY PRESIDENT JORDAN
- F. RECESS FOR COMMITTEE MEETINGS
 - 1. System Administration Committee
Committee Chairman Williams
 - 2. Academic and Developmental Affairs Committee
Committee Chairman Sterling
 - 3. Buildings and Grounds Committee
Committee Chairman Bauerle
 - 4. Health Affairs Committee
Committee Chairman Law
 - 5. Land and Investment Committee
Committee Chairman Clark
 - 6. Committee of the Whole
Chairman Shivers
 - a. Open Session
 - b. Executive Session

The Board of Regents will retire to the VIP Conference Room and resolve into Executive Session of the Committee of the Whole pursuant to V. T. C. S. , Article 6252-17, Sections 2(e), (f) and (g) to discuss:

- (1) Pending or Contemplated Litigation - Section 2 (e)
- (2) Land Acquisition and Negotiated Contracts - Section 2 (f)
 - (a) Galveston Medical Branch
 - (b) Houston Health Science Center
- (3) Personnel Matters - Section 2(g)

System Administration Committee

SYSTEM ADMINISTRATION COMMITTEE
Committee Chairman Williams

Date: December 16, 1977
Time: Following the 9:00 a. m. Session of the Board of Regents
Place: Cafeteria, Founders Building North
U. T. Dallas

Page
SAC

below

1. U. T. Austin, Dallas Health Science Center (Dallas Southwestern Medical School), Galveston Medical Branch (Galveston Medical School), Houston Health Science Center and its Houston Medical School and Houston Dental Branch: 1976-77 and 1977-78 Budget Amendments (3-B-78)

System Administration submits for formal approval the recommendations set out on Pages SAC - 1 - 9.

1. U. T. Austin, Dallas Health Science Center (Dallas Southwestern Medical School), Galveston Medical Branch (Galveston Medical School), Houston Health Science Center and its Houston Medical School and Houston Dental Branch: 1976-77 and 1977-78 Budget Amendments (3-B-78). -- The appropriate chief administrative officers, concurred in by System Administration, recommend that their respective 1976-77 and 1977-78 Operating Budgets be amended as indicated on the pages set out below:

The University of Texas at Austin, Pages SAC - 2 - 3

The University of Texas Health Science Center at Dallas (Dallas Southwestern Medical School) Pages SAC - 3 - 6

The University of Texas Medical Branch at Galveston (Galveston Medical School), Pages SAC - 6 - 8

The University of Texas Health Science Center at Houston and its Houston Medical School and Houston Dental Branch, Pages SAC - 8 - 9

The source of funds will be from departmental appropriations unless otherwise specified.

THE UNIVERSITY OF TEXAS AT AUSTIN

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
<u>1976-77 Budget</u>				
55.	Plant Funds			
	Transfer of Funds	From: Unappropriated Balance	To: Plant Funds - Allocation for Replacement and Upgrading of Major Administrative Equipment	
	Amount of Transfer	\$ 2,500,000	\$ 2,500,000	---

The three primary reasons for the need to increase computer capacity are: expanded reporting requirements, additional areas of application, and increases in the scope of current application areas.

The federal and the state governments have recently imposed legislation which increase our computer processing requirements. Examples of systems which are being implemented are employee applicant system, student admission system, faculty sick leave, and State Coordinating Board reports. These systems not only require time to run and develop, but they also increase our file size causing a degradation in service to existing areas.

New cost-justifiable applications are constantly being developed. Currently, we are implementing automatic production of course catalogues. This application also allows us to meet reporting requirements of the State Coordinating Board. A major application being delayed until additional computer capacities are available is the computer production of transcripts for students. Other new areas of application are the Library circulation control, Physical Plant equipment inventory, and Student Health Center record retrieval. Lack of available computing resources is costing the University money in many areas.

Simultaneously, our current areas of application are expanding. Areas like Student Loans, Financial Aids, and Library Acquisitions are growing rapidly. The growth of these areas causes our larger more stable data bases, like student records, to increase also. For example, to handle one facet of student loans required us to keep information available on all students enrolled within the last four years. This effectively doubled our file requirements. Another example is the budgeting and accounting of the Available Funds separately increased our accounting files and transaction volume. Legislation to have the state pay a portion of employees' Social Security complicates and increases the payroll procedures.

These are examples of everyday occurrences. The current computer capacity has been exceeded. This procurement will allow us to meet these and future requirements.

<u>Item No.</u>	<u>Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
<u>1977-78 Budget</u>				
10.	Theodore Delevoryas (Tenure) Botany Academic Rate	Professor \$ 30,000	Professor \$ 32,000	11/1/77
Source of Funds: Unallocated Salaries				

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS

<u>Item No.</u>	<u>Explanation</u>	<u>Present Status</u>			<u>Proposed Status</u>			<u>Effective Dates</u>
		<u>Salary Rate</u>	<u>Augmentation</u>	<u>Total Compensation</u>	<u>Salary Rate</u>	<u>Augmentation</u>	<u>Total Compensation</u>	
<u>1977-78 Budget</u>								
<u>Dallas Southwestern Medical School</u>								
2.	James T. Willerson (Tenure) Internal Medicine Professor	\$ 45,000	\$ 12,900	\$ 57,900	\$ 49,500	\$ 20,500	\$ 70,000	11/1/77
Sources of Funds: Unallocated Faculty Salaries and MSRDP								
3.	Guenter Krejs (Non-tenure) Internal Medicine Assistant Professor	\$ 30,000	\$ 5,000	\$ 35,000	\$ 35,000	\$ 5,000	\$ 40,000	11/1/77
Source of Funds: Unallocated Faculty Salaries								

SAC - 3

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Dallas Southwestern Medical School</u> (Continued)								
4.	James E. Griffin III (Non-tenure) Internal Medicine Assistant Professor	\$ 28,500	---	\$ 28,500	\$ 35,000	---	\$ 35,000	11/1/77
	Source of Funds: Unallocated Faculty Salaries							
5.	Peter E. Lipsky (Non-tenure) Internal Medicine Assistant Professor	\$ 32,000	---	\$ 32,000	\$ 30,000	\$ 5,000	\$ 35,000	11/1/77
	Sources of Funds: Unallocated Faculty Salaries and MSRDP							
6.	Charles T. Richardson (Non-tenure) Internal Medicine Assistant Professor	\$ 32,300	\$ 9,500	\$ 41,800	\$ 39,000	\$ 6,000	\$ 45,000	11/1/77
	Sources of Funds: NIH Grant and University of California Sub-contract							
7.	Donald Capra (Tenure) Microbiology and Internal Medicine Professor (Microbiology); Associate Professor (Internal Medicine)	\$ 43,135	\$ 5,665	\$ 48,800	\$ 45,835	\$ 5,665	\$ 51,500	11/1/77
	Source of Funds: Unallocated Faculty Salaries							

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Dallas Southwestern Medical School</u> (Continued)								
8.	James Forman (Tenure) Microbiology Associate Professor	\$ 31,800	---	\$ 31,800	\$ 34,000	---	\$ 34,000	11/1/77
	Source of Funds: Unallocated Faculty Salaries							
9.	John R. Kettman (Tenure) Microbiology Associate Professor	\$ 30,000	---	\$ 30,000	\$ 33,000	---	\$ 33,000	11/1/77
	Source of Funds: Unallocated Faculty Salaries							
10.	Robert Epstein (Non-tenure) Radiology Assistant Professor	\$ 35,000	---	\$ 35,000	\$ 38,000	\$ 2,000	\$ 40,000	11/1/77
	Sources of Funds: Departmental Trust Funds and MSRDP							
11.	Donald R. Kirks (Non-tenure) Radiology and Pediatrics Associate Professor (Radiology); Assistant Professor (Pediatrics)	\$ 41,230	\$ 2,170	\$ 43,000	\$ 41,230	\$ 13,770	\$ 55,000	11/1/77
	Source of Funds: MSRDP							

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Dallas Southwestern Medical School</u> (Continued)								
12.	Louis H. Paradies (Tenure) Surgery Professor of Orthopedic Surgery	\$ 41,540	\$ 17,460	\$ 59,000	\$ 42,540	\$ 19,460	\$ 62,000	11/1/77
	Sources of Funds: NIH Grant and MSRDP							
13.	Terry D. Allen (Tenure) Surgery Professor of Urology	\$ 43,638	\$ 15,362	\$ 59,000	\$ 44,638	\$ 17,362	\$ 62,000	11/1/77
	Sources of Funds: NIH Grant and MSRDP							

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>1977-78 Budget</u>								
<u>Galveston Medical School</u>								
7.	Young I. Kim (Non-tenure) Internal Medicine Assistant Professor	\$ 27,500	\$ 6,500	\$ 34,000	\$ 27,500	\$ 9,500	\$ 37,000	11/1/77
	Source of Funds: MSRDP							
8.	Jon T. Mader (Non-tenure) Internal Medicine and Marine Biomedical Institute Instructor (Internal Medicine); Member (Marine Biomedical Institute)	\$ 26,000	\$ 2,000	\$ 28,000	\$ 26,000	\$ 7,000	\$ 33,000	11/1/77
	Source of Funds: MSRDP							

SAC - 7

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Galveston Medical School</u>								
9.	Cattamanchi R. Reddi (Non-tenure) Obstetrics and Gynecology Assistant Professor	\$ 28,000	\$ 9,200	\$ 37,200	\$ 28,000	\$ 14,000	\$ 42,000	11/1/77
	Source of Funds: MSRDP							
10.	Linda M. Cecil (Non-tenure) Obstetrics and Gynecology Assistant Professor	\$ 24,000	\$ 9,300	\$ 33,300	\$ 24,000	\$ 12,000	\$ 35,000	11/1/77
	Source of Funds: MSRDP							
11.	Edward V. Hannigan (Non-tenure) Obstetrics and Gynecology Assistant Professor	\$ 22,000	\$ 6,000	\$ 28,000	\$ 24,000	\$ 9,000	\$ 33,000	11/1/77
	Source of Funds: Departmental Salaries and MSRDP							
12.	Hugo F. Carvajal (Tenure) Pediatrics Associate Professor	\$ 36,900	\$ 3,000	\$ 39,900	\$ 40,000	\$ 3,000	\$ 43,000	11/1/77
	Source of Funds: Shrine Affiliation Agreement							
13.	Norio Akaike (Non-tenure) Physiology and Biophysics Assistant Professor	\$ 20,100	---	\$ 20,100	\$ 25,000	---	\$ 25,000	11/1/77
	Source of Funds: HEW Grant							
14.	Jay C. Fish (Tenure) Surgery Granville T. Hall Professor	\$ 47,000	\$ 23,500	\$ 70,500	\$ 49,000	\$ 24,500	\$ 73,500	11/1/77
	Source of Funds: Departmental Salaries and MSRDP							

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Galveston Medical School</u>								
15.	Michael M. Warren (Tenure) Surgery and Continuing Education Robert Earl Cone Associate Professor and Chief	\$ 39,300	\$ 19,600	\$ 58,900	\$ 42,000	\$ 21,000	\$ 63,000	11/1/77
	Source of Funds: R. E. Cone Professorship Funds and MSRDP							
16.	Benjamin L. Allen, Jr. (Tenure) Surgery and Health Care Sciences Associate Professor	\$ 40,600	\$ 20,300	\$ 60,900	\$ 43,000	\$ 21,500	\$ 64,500	11/1/77
	Source of Funds: Surgery Departmental Salaries and MSRDP							

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
<u>1977-78 Budget</u>				
8.	Food Service (Auxiliary Enterprises) Transfer of Funds	From: Unappropriated Balances	To: Food Service - Maintenance and Equipment	
	Amount of Transfer	\$ 45,000	\$ 45,000	---

This transfer of \$45,000.00 from Unappropriated Balances to Food Service will provide funds for equipment and installation costs of food services to be located in the new Medical School building.

<u>Item No.</u>	<u>Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
<u>Houston Medical School</u>				
9.	Richard S. Ruiz (Non-tenure) Ophthalmology	Clinical Professor and Director (67%T)	Clinical Professor and Director (90%T)	
	Salary Rate	\$ 46,800	\$ 52,000	11/1/77
	Source of Funds: Unallocated Faculty Salaries			

With the opening of the Houston Eye Center, Dr. Richard S. Ruiz, Clinical Professor and Chairman of the Department of Ophthalmology, is devoting increasing amounts of time to the administration and development of the department. The latter also includes planning for the incorporation of Dr. Sperling and his group into the programs of the department.

<u>Houston Dental Branch</u>				
10.	Jeffrey Hoover (Non-tenure) Medicine - Endodontics	Assistant Professor	Assistant Professor	
	Salary Rate	\$ 25,000	\$ 28,000	11/1/77

**Academic and Developmental Affairs
Committee**

ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE
Committee Chairman Sterling

Date: December 16, 1977
Time: Following the Meeting of the System Administration Committee
Place: Cafeteria, Founders Building North
U. T. Dallas

Page
A & D

1. U. T. System: Docket of the President of the System 1

Documentation

1. U. T. System: Docket No. 3 of the President of the System. --

RECOMMENDATION

It is recommended that Docket No. 3 of the President of the System be approved.

It is requested that the Committee confirm that authority to execute contracts, documents, or instruments approved herein has been delegated to the officer or official executing the same.

Buildings & Grounds Committee

BUILDINGS AND GROUNDS COMMITTEE
Committee Chairman Bauerle

Date: December 16, 1977
Time: Following the Meeting of the Academic and Developmental
Affairs Committee
Place: Cafeteria, Founders Building North
U. T. Dallas

Page
B & G

U. T. SYSTEM

1. Ashbel Smith Hall - Completion of Fifth Floor:
Proposed Project, Appointment of Project
Architect to Prepare Final Plans, and Appro-
priation; Request for Minor Remodeling and
Repair Projects on Ashbel Smith Hall,
Claudia Taylor Johnson Hall and O. Henry
Hall 3

U. T. ARLINGTON

2. Remodeling of Hereford Student Union Building:
Request to Change Name of Facility 4

U. T. AUSTIN

3. Marine Science Institute at Port Aransas:
Proposed Project for Waterfront Improvements,
Appointment of Project Engineer to Prepare
Final Plans, and Appropriation Therefor 4
4. Marine Science Institute at Galveston: Report
of Committee and Request for Ratification of
Approval of Cost Sharing Agreement and for
Funding of Dredging Access Channel 5

U. T. EL PASO

5. Repair, Rehabilitation and Additions to El Paso
Centennial Museum: Presentation of Preliminary
Plans and Request for Authorization to Prepare
Final Plans 10

U. T. SAN ANTONIO

6. Thermal Energy Plant Expansion: Request for
Project; Proposed Contract with Win-Sam, Inc.,
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and Request for Appointment of Committee to
Review and Approve Revised Rate Schedule 10

DALLAS HEALTH SCIENCE CENTER, GALVESTON
MEDICAL BRANCH, HOUSTON HEALTH SCIENCE
CENTER, SAN ANTONIO HEALTH SCIENCE CENTER,
TYLER HEALTH CENTER AND UNIVERSITY CANCER
CENTER

7. Report on Long Range Development Plans
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8. Galveston Hospitals - Ambulatory Care
Center and Parking Facility: Proposed
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Texas, for Relocation of Site Utilities 11

9. Galveston Hospitals - Renovation of Graves
Hospital: Report on Feasibility Study and
Request to Increase Scope of Project and to
Appropriate Additional Funds 12

SAN ANTONIO HEALTH SCIENCE CENTER

10. Expansion of Basic Science Teaching Space:
Report of Committee and Request for
Ratification of Change Order Award for
Addition of Three Levels of Shelled Con-
struction to Kunz Construction Company, Inc. 13

UNIVERSITY CANCER CENTER

11. M. D. Anderson - Cyclotron Addition:
Proposed Project; Request for Authoriza-
tion to Complete Project, and for Appro-
priation 14

BUILDINGS AND GROUNDS COMMITTEE

SUPPLEMENTAL INFORMATION

December 16, 1977

U. T. SYSTEM

Page

1. Ashbel Smith Hall - Completion of Fifth Floor:
Recommended Architectural Firms (B & G - 3)

Below

Documentation

1. Ashbel Smith Hall - Completion of Fifth Floor:
Recommended Architectural Firms.--

WILSON - STOELTJE - MARTIN

AUSTIN, TEXAS

~~COFFEE & CRUZER~~

AUSTIN, TEXAS

~~PELUGER & POLKINGHORN~~

AUSTIN, TEXAS

~~PETERS & FIELDS~~

AUSTIN, TEXAS

~~R. J. LACKEY~~

AUSTIN, TEXAS

1. U. T. SYSTEM: ASHBEL SMITH HALL - COMPLETION OF FIFTH FLOOR - REQUEST FOR PROJECT AUTHORIZATION, APPOINTMENT OF PROJECT ARCHITECT FOR PREPARATION OF FINAL PLANS, AUTHORIZATION FOR MINOR REMODELING AND REPAIR PROJECTS ON ASHBEL SMITH HALL, CLAUDIA TAYLOR JOHNSON HALL AND O. HENRY HALL AND TWO APPROPRIATIONS THEREFOR. -- The final plans for the System Administration Office Building, as approved by the Board in March 1972, provided unfinished shell space on the Fifth and Sixth Levels for anticipated future expansion needs. In October 1976 a construction contract award was approved for the completion of the Sixth Floor to house the Office of General Counsel. This project was completed and occupied in Fall 1977 at a total project cost of \$251,000.00.

The space in Claudia Taylor Johnson Hall now occupied by the Comptroller's office is inadequate to house expanded functions. Relocation of the Comptroller to the Fifth Floor of Ashbel Smith Hall will provide improved space for the staff of the Comptroller and will make additional space available for other functions within the three U. T. System Buildings of the Claudia Taylor Johnson Park Complex. The office of Investments, Trusts and Lands will be one of the beneficiaries of the additional space which would become available.

The completion of the Fifth Floor of Ashbel Smith Hall is estimated at a total project cost of \$270,000.00 based on updating the 1976 project cost of completing the Sixth Floor. Other minor remodeling needs within the U. T. System Claudia Taylor Johnson Park Complex are estimated to cost \$85,000.00.

To expedite these proposed changes, it is appropriate that a Project Architect be appointed to begin the planning process in consultation with the Office of Facilities Planning and Construction and the building occupants. Final plans for the Completion of the Fifth Floor will be presented at a future meeting.

Accordingly, System President Walker and System Administration recommend that the Board:

- a. Authorize completion of unfinished shelled space on the Fifth Floor of Ashbel Smith Hall for relocation of U. T. System Comptroller's office to Ashbel Smith Hall
- b. Appoint a Project Architect from a list to be available at the Board meeting with authorization to prepare final plans for Completion of the Fifth Floor of Ashbel Smith Hall, at an estimated total project cost not to exceed \$270,000.00
- c. Appropriate \$15,000.00 from Permanent University Fund bond proceeds to cover fees and miscellaneous expenses through the preparation of final plans for Completion of the Fifth Floor of Ashbel Smith Hall
- d. Additionally, as the Relocation of the Comptroller's office makes possible other minor space assignment changes within the Claudia Taylor Johnson Park Complex, authorize the Office of Facilities Planning and Construction together with any required consultants to prepare construction contract documents for minor remodeling, repair and rehabilitation projects for the three buildings occupied by U. T. System Administration
- e. Appropriate \$85,000.00 from Interest on Permanent University Fund bond proceeds for the estimated cost of remodeling, repair and rehabilitation projects for the three U. T. System Administration Buildings of the Claudia Taylor Johnson Park Complex.

2. U. T. ARLINGTON: REMODELING OF HEREFORD STUDENT UNION BUILDING (PROJECT NO. 301-368) - REQUEST FOR CHANGE OF NAME OF FACILITY -- At the February 11, 1977 Board meeting, the construction contract award was ratified for the Remodeling of the Hereford Student Union at The University of Texas at Arlington. The remodeling of the facility is under construction and is approximately fifty percent complete.

The U. T. Arlington Administration has requested that the name of the facility be changed from the E. H. Hereford Student Union to Hereford University Center.

President Nedderman and System Administration recommend that the Board authorize the change of the name of the building to Hereford University Center.

3. U. T. AUSTIN: MARINE SCIENCE INSTITUTE AT PORT ARANSAS - REQUEST FOR AUTHORIZATION OF PROJECT FOR WATERFRONT IMPROVEMENTS AND APPOINTMENT OF PROJECT ENGINEER FOR PREPARATION OF FINAL PLANS AND APPROPRIATION THEREFOR.--The boat basin and access channel at the Port Aransas Marine Science Institute were designed and constructed to accommodate 40-foot long, shallow draft vessels. Three of four bulkheads in the 350-foot by 350-foot boat basin and the 40-foot by 340-foot long entrance channel were originally designed for 6 to 8 foot depths. Navigation of the channel and in the basin is hazardous for the 85-foot long 6-foot draft Research Vessel (R/V) Longhorn, which drags bottom at low tide and suffers delays in docking during adverse winds or tides. Vessels of R/V Ida Green class (135-foot long with 9-1/2-foot draft) or larger cannot use the channel or basin at all.

To determine the needed scope of repairs, rehabilitation and improvements to the harbor and access channel, the Administration of U. T. Austin and the Marine Science Institute at Port Aransas engaged Ogletree and Gunn, Engineering Consultants of Corpus Christi, to make preliminary studies and cost estimates which have been completed.

To provide safe navigation and adequate docking and waterfront facilities for vessels of R/V Longhorn class and smaller, a project is recommended to undertake and complete dredging the access channel to a depth of 10 feet, extending the northeast jetty to the Aransas Ship Channel, widening the channel entrance and repairing existing damaged piling.

Further improvements may be required in the future to dock and service research vessels of the R/V Ida Green class and larger.

President Rogers and System Administration recommend that the Board:

- a. Authorize preparation of final plans for the Waterfront Improvements at The University of Texas Marine Science Institute at Port Aransas
- b. Appoint the engineering firm of Ogletree and Gunn of Corpus Christi, Texas, as Project Engineer to prepare final plans, specifications and cost estimates
- c. Appropriate funds in the amount of \$350,000.00 from Interest on Bond proceeds to cover the total project cost.

4. U. T. AUSTIN: MARINE SCIENCE INSTITUTE AT GALVESTON - REPORT OF COMMITTEE AND REQUEST FOR RATIFICATION OF APPROVAL OF COST SHARING AGREEMENT AND FUNDING FOR DREDGING ACCESS CHANNEL.--In accordance with the authorization given at the Regents' meeting held April 15, 1977, for the cooperative cost sharing in dredging a 1960 foot access channel to the Marine Science Institute at Galveston, the following actions have been completed:

- a. The Director of the Office of Facilities Planning and Construction completed negotiations with other interested parties in the cooperative dredging project and submitted the negotiated cost sharing agreement to the Special Committee appointed by the Board for approval
- b. The Special Committee, consisting of President Rogers, President Levin, Director Kristoferson, Vice-President Landrum, President Walker, Committee Chairman Bauerle and Board Chairman Shivers, approved the negotiated cost sharing agreement and the project funding as shown in the following Committee Report:

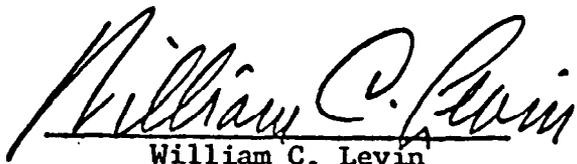
May 2, 1977

TO THE BOARD OF REGENTS
OF THE UNIVERSITY OF TEXAS SYSTEM:

The Special Committee appointed at the April 15, 1977, Meeting of the Board of Regents has approved the cost sharing agreement between the University and other interests which share the access channel which serves the U. T. Austin Marine Science Institute in Galveston. A draft copy of the approved cost sharing agreement is attached.

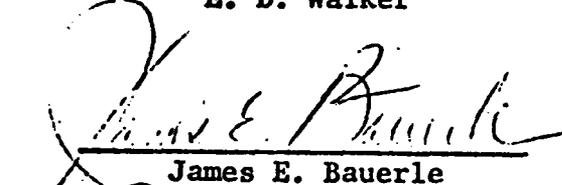
The Special Committee also approved System Administration's recommended sources of funding and appropriation, as follows:

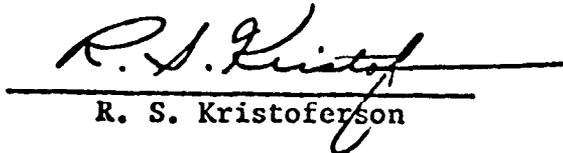
Medical Branch Unexpended Plant Fund Account	\$ 50,000.00
Account No. 63-1020-0000 - Available University Fund - Allocation for Operation and Capital Improvements	<u>300,000.00</u>
Total Appropriation	<u>\$350,000.00</u>


William C. Levin


E. D. Walker


Lorene L. Rogers


James E. Bauerle


R. S. Kristoferson


Allan Shivers


Graves W. Landrum

- c. The Director of the Office of Facilities Planning and Construction, as previously authorized by the Board of Regents, approved the award to the low responsible bidder, Mike Hooks, Inc. The award was made by Baroid Petroleum Services Division of National Lead Industries, Inc., the executive agency in the cooperative dredging project
- d. Board Chairman Shivers signed the appropriate agreement documents which are hereby submitted for the record as follows:

A G R E E M E N T

STATE OF TEXAS |
 |
 COUNTY OF GALVESTON |

This AGREEMENT, made and entered into this _____ day of _____, 1977, by and between BAROID DIVISION, NL INDUSTRIES, INC., 2404 Southwest Freeway, Houston, Texas, hereinafter called "Baroid"; THE UNIVERSITY OF TEXAS SYSTEM, for and on behalf of The University of Texas at Austin, hereinafter called "University"; JOE GRASSO AND SON, INC., of Galveston, Texas, hereinafter called "Grasso"; LIBERTY ICE AND COLD STORAGE COMPANY, of Galveston, Texas, hereinafter called "Liberty"; GALVESTON YACHT BASIN, INC., a Texas corporation, of Galveston, Texas, hereinafter called "GYB"; B. J. - HUGHES, INC., of 777 South Post Oak Road, Houston, Texas; FOUR BROTHERS BOAT WORKS, of Galveston, Texas; and STYRON OFFSHORE BOATS, INC.

W I T N E S S E T H:

WHEREAS, a necessity exists for the dredging of that area in Galveston County, Texas, known as the "Grasso Boat Slip" of the Galveston Harbor; and

WHEREAS, the Grasso Boat Slip is utilized by all parties to this Agreement (except GYB) and all parties utilizing the Grasso Boat Slip, except LIBERTY, GYB, BJ-HUGHES, FOUR BROTHERS and STYRON are willing to share the cost of such dredging on the basis set forth herein; and

WHEREAS, the parties hereto have agreed that Baroid may request bids for such dredging and enter into a contract with the party submitting the best bid;

NOW, THEREFORE, in consideration of the mutual benefits, the parties hereto hereby agree as follows:

1. All parties hereby agree to and approve the maintenance dredging of the "Grasso Boat Slip" in the channel of the Galveston Harbor pursuant to the plans and specifications prepared by Goldston Engineering Company, of Corpus Christi, Texas ("Plans"), copies of which have heretofore been reviewed by all parties hereto.

2. Baroid is hereby designated and authorized by the other parties to this Agreement to request bids for such dredging and to enter into a contract with the contractor submitting the lowest and best bid for that certain work called for in the Plans which will be made a part of the contract between Baroid and the low bidder. The parties shall be bound by the choice of contractor mutually agreed upon by Baroid and the University with the understanding that all parties to this Agreement shall be in agreement as to the specifications for the dredging. The University reserves the sole right to reject all bids and approve contractor.

3. The following parties agree to pay the amount or proportionate part of the total project cost set forth beside their respective names, as follows:

- a. Grasso shall pay \$40,000 of the billings for the total project cost.
- b. Baroid shall pay 44.5% of the remaining billings for the total project cost.
- c. University shall pay 55.5% of the remaining billings for the total project cost.
- d. All other parties to this Agreement are not to pay anything.

4. Each party to this Agreement, except GYB, acknowledges the benefits to be derived from the dredging work under this Agreement, and in consideration thereof each party, insofar as it is by law authorized to do, and except as otherwise provided below, hereby assumes full responsibility for all damages to itself which may result from the dredging of the channel, save and except damages resulting from any negligent or willful acts or omissions of the Contractor, and each party to this Agreement hereby releases to the other parties all claims from damages arising to the facilities of the releasing party located on the Grasso Boat Slip, or from any interruptions or interference to operation which results from the non-negligent performance of the dredging work. It is

recognized that even though the dredging work is done strictly in compliance with the Plans, that certain pilings or dock facilities may require substantial repairs or replacements, and each party agrees to stand the expense of any such repair or replacement necessary on or in connection with its facilities, except when such repairs or replacements are made necessary by reason of negligence of the contractor. Each party shall have the option of deciding whether any repairs to or replacements of its property shall be made and by whom.

The dredging contractor shall be liable only for negligent or willful acts or omissions, or operations which go beyond or fall short of the performance required under the dredging contract entered into on behalf of all of the parties to this Agreement by Baroid.

5. The parties hereto have requested that GYB join in the execution of this Agreement solely in its capacity as ground lessor of certain real property to Joe Grasso and Son, Inc., and GYB has executed this Agreement in said capacity and for no other reason or consideration. Moreover, each other party hereto agrees, insofar as is authorized by the Constitution and Laws of the State of Texas, to indemnify and hold harmless GYB from any claim, cause of action for breach of contract or damages, whether expressed or implied, or other costs, including costs of preparation of this Agreement and the Plans, arising out of or attributable to the maintenance, operation or dredging of the Grasso Boat Slip, it being acknowledged by said parties that GYB does not in any manner participate in the maintenance or management of said Grasso Boat Slip, have any interest therein, nor does it accept or assume any liability therefor.

6. This Agreement shall remain in full force and effect until the dredging work under the Plans has been completed and accepted jointly by Baroid and the University and written notice given to each of the parties that said operations have been completed.

7. This Agreement may be signed in counterpart, and shall be binding upon the parties hereto, as well as their respective successors, assigns and legal representatives.

EXECUTED as of the day and year first above written.

BAROID DIVISION
NL INDUSTRIES, INC.

/s/ G. G. Allen

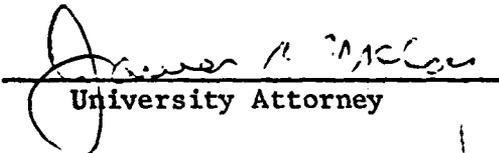
ATTEST:


Secretary

THE BOARD OF REGENTS OF THE UNIVERSITY
OF TEXAS SYSTEM


Chairman
ALLAN SHIVERS, CHAIRMAN
Board of Regents of
The University of Texas System

Approved as to Legal Form:


University Attorney

JOE GRASSO AND SON, INC.

/s/ Joe Grasso

Approved as to Content:

LIBERTY ICE & COLD STORAGE CO.

/s/ John A. Mehos, Vice President

 
President and Chief Operating
Officer

GALVESTON YACHT BASIN

/s/ John W. Leer

B. J. - HUGHES, INC.

/s/ J. T. Streger

FOUR BROTHERS BOAT WORKS

/s/ Wallace Trochesset

STYRON OFFSHORE BOATS, INC.

/s/ James C. Styron, Sr.
James C. Styron, Sr.

Marinus Van Lenzen

President Rogers, President Levin and System Administration recommend that the Board:

- a. Ratify the actions taken, as reported in subparagraphs a, b, c and d, above
 - b. Appropriate funds as shown heretofore in the amount of \$350,000.00 for the University's proportionate share of dredging costs, fees, contingencies and miscellaneous expenses.
5. U. T. EL PASO: REPAIR, REHABILITATION AND ADDITIONS TO THE EL PASO CENTENNIAL MUSEUM (PROJECT NO. 201-383) - PRESENTATION OF PRELIMINARY PLANS AND REQUEST FOR AUTHORIZATION TO PREPARE FINAL PLANS.--In accordance with the authorization given at the Regents' meeting held July 29, 1977, preliminary plans and specifications for the Repair, Rehabilitation and Additions to the El Paso Centennial Museum at The University of Texas at El Paso, El Paso, Texas, have been prepared by the Project Architect, Fouts Langford Gomez Moore, Inc., El Paso, Texas. This project will provide for the repair and rehabilitation of the existing museum facilities and provide new offices, maintenance and workshop facilities, and storage space in an addition of approximately 5,700 gross square feet.

President Templeton and System Administration recommend that the Board:

- a. Approve the preliminary plans and specifications for the Repair, Rehabilitation and Additions to the El Paso Centennial Museum at The University of Texas at El Paso at an estimated cost of \$735,500.00 previously appropriated
 - b. Authorize the preparation of final plans and specifications which will be brought to the Board for approval at a future meeting.
6. U. T. SAN ANTONIO - THERMAL ENERGY PLANT: REQUEST TO EXPAND AND TO MAKE COMMITMENT TO WIN-SAM, INC., AND APPOINTMENT OF COMMITTEE TO APPROVE REVISED RATE SCHEDULE.--To augment the construction of the campus for The University of Texas at San Antonio, the Board of Regents at its meeting on April 24, 1973, authorized award of a contract to Win-Sam, Inc., of Dallas, Texas, to build, own and operate a thermal energy plant for a period of 25 years to serve U. T. San Antonio with chilled water and steam. The thermal plant was built with an initial chilling capacity of 3,000 tons, but contained additional bays which would permit expansion to approximately 9,000 tons in 3,000 ton increments.

Completion of the Phase II Buildings now under construction will require additional chilling capacity of about 900 tons which the present equipment cannot provide. The existing contract with Win-Sam, Inc., contemplates expansion of the plant from time to time and contains provisions governing how the expansion will be accomplished and how utility rates will be adjusted as a result of the expansion. Win-Sam, Inc., has been requested to make, and has completed, studies of the most economical scheme for expansion. The most favored scheme has been reviewed by Stone and Webster Management Consultants, Inc., who concur in the proposed scheme.

Win-Sam, Inc., should at this time be authorized to prepare plans and specifications for the expansion of the thermal energy plant according to the proposed scheme. Accordingly, President Flawn and System Administration recommend that the Board:

- a. Authorize expansion of the thermal energy plant at U. T. San Antonio
- b. Authorize President Walker to make a commitment to Win-Sam, Inc., on an actual cost basis in accordance with the terms of the existing contract, but in no event shall exceed \$4,500,000.00, for reimbursement of its investment in

Aug 14 3M

expansion of its thermal energy plant at U. T. San Antonio, in the event that the University fails to execute a revised rate schedule as called for in the terms of the existing contract. In such an unlikely event, title to the capital improvements installed for expansion would vest in the Board of Regents upon payment of the reimbursement

- c. Appoint a committee consisting of Vice-President Mahon, Director Kristoferson, Vice-President for Operations Landrum, President Walker, Committee Chairman Bauerle and Board Chairman Shivers to review and approve the detailed terms of the revised rate schedule
- d. Authorize Board Chairman Shivers to sign the revised contract when the terms have been approved by the committee, the form has been approved by General Counsel, and the content by President Walker. The revised contract will subsequently be submitted to the Board of Regents for ratification.

7. DALLAS HEALTH SCIENCE CENTER, GALVESTON MEDICAL BRANCH, HOUSTON HEALTH SCIENCE CENTER, SAN ANTONIO HEALTH SCIENCE CENTER, TYLER HEALTH CENTER AND UNIVERSITY CANCER CENTER: REPORT ON LONG RANGE DEVELOPMENT PLANS AND REQUEST FOR PERMISSION TO SUBMIT TO COORDINATING BOARD.-- This item was deferred at the November meeting for thorough discussion at the December meeting. Each member of the Board of Regents has been furnished with copies of these Long Range Campus Development Plans. The discussion will begin at 10:30 a. m. on Thursday, December 15, 1977:

In compliance with the requirements and regulations of the Coordinating Board, Texas College and University System, a Long Range Campus Development Plan has been prepared for each of the Six Health Components of The University of Texas System by the Office of Facilities Planning and Construction in consultation with the Administrative Officers of each institution. Each submittal includes anticipated campus improvements which have been projected for approximately five years. The Long Range Campus Development Plan will be amended periodically when changes and additions are justified. The submittal of the updated Campus Development Plan is an essential requirement in all future consideration of degree programs, curriculum changes and major construction projects proposed by each Health Institution for review and approval of the Coordinating Board. Copies of the material to be submitted will be available at the Board meeting.

Accordingly, System Administration recommends that the Board approve the submission of Long Range Campus Development Plans for the Six Health Components of The University of Texas System to the Coordinating Board, Texas College and University System.

8. GALVESTON MEDICAL BRANCH (GALVESTON HOSPITALS): AMBULATORY CARE CENTER AND PARKING FACILITY (PROJECT NO. 601-335) - RECOMMENDED AWARD OF CONTRACT TO HARCON CORPORATION, HOUSTON, TEXAS, FOR RELOCATION OF SITE UTILITIES.--At the Regents' meeting held July 29, 1977, the Board approved final plans and specifications for the Ambulatory Care Parking Facility at the Galveston Medical Branch at an estimated total cost of \$1,500,000.00 within funds previously appropriated for the Ambulatory Care Center and Parking Facility. As a necessary first step, existing utilities on the site of the Parking Facility must be relocated to avoid conflict with foundation installation. This project relocates

certain sanitary and storm sewer, gas and water lines in the area and was estimated by the Project Engineer at \$250,000.00. Accordingly, the Medical Branch received, opened and tabulated on November 10, 1977, bids as shown below for the relocation of utilities on this project.

Bidder	Base Bid	Bid Bond or Cashier's Check
Mitchell Chuoke Plumbing, Inc., Galveston, Texas	\$198,970.00	B.B. 5%
John Gray Company, Inc., Galveston, Texas	296,516.00	B.B. 5%
HarCon Corporation, Houston, Texas	184,000.00	C.C. \$9,500.00

President Levin and System Administration recommend that the Board authorize award of a construction contract by the Galveston Medical Branch for the relocation of utilities associated with the Ambulatory Care Parking Facility to the lowest responsible bidder, HarCon Corporation, Houston, Texas, for \$184,000.00 from funds previously appropriated for this project.

9. GALVESTON MEDICAL BRANCH (GALVESTON HOSPITALS) - RENOVATION OF GRAVES HOSPITAL: REPORT ON FEASIBILITY STUDY FOR RELOCATION OF FUNCTIONS NOW HOUSED IN RANDALL PAVILION, REQUEST FOR AUTHORIZATION TO INCREASE SCOPE OF PROJECT, AND ADDITIONAL APPROPRIATION THEREFOR.--At the Regents' meeting on September 16, 1977, the Board approved the site for the Texas Department of Corrections Hospital at The University of Texas Medical Branch at Galveston. A feasibility study was also authorized to determine the requirements for relocation of functions now housed in three buildings located on the site recommended for the new hospital. Of these three buildings, the Randall Pavilion poses the major problem in that it now contains approximately 30,350 square feet of space assigned to the Department of Psychiatry and houses 57 Patient Beds, Occupational Therapy, Dietary Facilities, Ancillary Services, and Faculty office space.

The existing Graves Hospital contains approximately 60,000 sq. ft. of space devoted to 104 patient beds and associated ancillary services, therapy, dietary and offices. The most recent survey conducted by the Joint Commission on Accreditation of Hospitals, Psychiatric Facilities, resulted in findings of inadequate life safety standards in both the Randall Pavilion and the Graves Hospital. In order to remove the non-accreditation status imposed by the Commission, the Medical Branch was required to take positive steps toward correction of all deficiencies. Accordingly, on April 15, 1977, the Board authorized the Renovation of Graves Hospital at an estimated total project cost of \$2,500,000.00 and appointed the firm of Koetter, Tharp, Cowell and Bartlett, Houston, Texas, as Project Architect with authorization to prepare preliminary plans and specifications.

The loss of the Randall Pavilion to make way for the new Prison Hospital will place additional burdens on the Department of Psychiatry in that the Graves Hospital cannot by itself adequately house the total teaching, research and patient care activities.

The feasibility study conducted by the Project Architect, the Institution, and the Office of Facilities Planning and Construction indicates that the Psychiatric functions now in the Randall Pavilion should be combined with the Graves Hospital project. Vacant land to the West of Graves Hospital is available for a building addition, resulting in consolidation of the now disjointed Psychiatric functions. Studies also indicate that the most cost effective way to meet the stringent Joint Commission requirements for Psychiatric Inpatient facilities is in areas of new construction rather than in costly remodeling of older buildings.

Approximately 115 patient beds and associated services can be accommodated within a new addition of 51,600 sq. ft. at an estimated project cost of \$4,128,000.00. With all patient beds relocated in modern new construction, the existing Graves Hospital would not be required to meet Joint Commission Standards and would need only remodeling for required office space, laboratories, therapy, and classrooms at an estimated cost of \$850,000.00.

President Levin and System Administration recommend that the Board:

- a. Authorize an addition of approximately 51,600 sq. ft. to the Graves Hospital building and renovation of the existing 60,000 sq. ft. in this building at an estimated combined total project cost of \$4,978,000.00
- b. Authorize the Project Architect to prepare preliminary plans and specifications to be presented to the Board at a future meeting
- c. Appropriate an additional \$25,000.00 from Galveston Medical Branch Unexpended Plant Funds, Project Allocation, to cover fees and miscellaneous expenses through completion of preliminary plans.

Approved

10. SAN ANTONIO HEALTH SCIENCE CENTER: EXPANSION OF BASIC SCIENCE TEACHING SPACE (PROJECT NO. 402-381) - REPORT OF COMMITTEE AND REQUEST FOR RATIFICATION OF CHANGE ORDER AWARD FOR ADDITION OF THREE LEVELS OF SHELLLED CONSTRUCTION TO KUNZ CONSTRUCTION COMPANY, INC.--At its meeting on September 16, 1977, the Board of Regents:

- a. Authorized the Office of Facilities Planning and Construction to negotiate a change order with Kunz Construction Company, Inc., to add levels 3, 4 and 5 in a shelled-in condition to the Phase IV Expansion already under construction by Kunz
- b. *US 90 10* Appointed a Special Committee *renewed* to approve the change order upon completion of successful negotiations within previously appropriated Legislative funds.

The negotiations with Kunz were completed successfully. Kunz offered to do the additional work contained in plans and specifications prepared by the Architect for the fixed sum of \$2,484,681.00. The offer was scrutinized in detail by the staff of Office of Facilities Planning and Construction, by the Project Architect and his consultant engineers, by a professional estimator, and to a somewhat lesser extent by the staff of the Health Science Center. The prices for the individual elements of work, and for markups associated with overhead, profit, insurance, bonds and taxes were found to be fair and reasonable. The same was found to be true with regard to the prices offered for work omitted in the basic contract.

renewed
The Special Committee approved award of a change order in the amount of \$2,484,681.00 to Kunz Construction Company, Inc., for the added work.
~~The change order has been executed.~~

Approved President Harrison and System Administration recommend that the Board ratify the action taken by the Special Committee in awarding the change order in the amount of \$2,484,681.00 to Kunz Construction Company, Inc. for the shelled-in addition of levels 3, 4 and 5 to the project entitled Expansion of Basic Science Teaching Space at The University of Texas Health Science Center at San Antonio. *renewed*

The funds necessary to cover this award are available within the Legislative funds previously appropriated for this project.

11. UNIVERSITY CANCER CENTER (M. D. ANDERSON) - CYCLOTRON ADDITION - REQUEST FOR AUTHORIZATION FOR PROJECT CONSTRUCTION AND APPROPRIATION THEREFOR.--The University Cancer Center Administration, Physical Plant Staff and the Office of Facilities Planning and Construction have completed initial studies for Addition of a Cyclotron to M. D. Anderson Hospital and Tumor Institute, at a preliminary estimated total project cost of \$1,471,000.00 to be funded by a grant from the National Cancer Institute and appropriate matching funds. It is advantageous to complete the project design and advertise for bids, subject to the receipt of appropriate matching funds and receipt of a grant from the National Cancer Institute.

Accordingly, President Clark and System Administration recommend that the Board:

- a. Authorize the Addition of a Cyclotron to M. D. Anderson Hospital and Tumor Institute including construction and equipping, subject to the receipt of a grant from the National Cancer Institute and appropriate matching funds for construction and equipping the facility
- b. Authorize completion of project design, preparation of final contract documents and advertisement for bids by all necessary actions of the University Cancer Center Administration, Physical Plant, the Office of Facilities Planning and Construction and required consultant
- c. Appropriate \$75,000.00 from University Cancer Center Plant Funds Unappropriated Balance Account No. 106751 for the preparation of final plans and specifications and related project expenses.

After receipt of all required approvals and confirmation of grant approvals, the project will be advertised. Bidding results and recommended final total project funding will be reported to the Board at a future meeting.

PRESIDENT CLARK'S RECOMMENDATION, BACKGROUND INFORMATION, AND JUSTIFICATION

R. Lee Clark, M. D.
President

November 14, 1977

Mr. E. D. Walker
President
The University of Texas System
601 Colorado
Austin, Texas 78701

U.T. SYSTEM - President's Office	
REC'D	NOV 16 1977
TO _____	FOR INFO AND RETURN
TO _____	PLEASE ADVISE ME
TO _____	PLEASE HANDLE

Dear Mr. Walker:

A site visit team from the National Cancer Institute has recently visited The System Cancer Center to review our grant application for Cyclotron equipment to be installed at this institution. Information has been received that the report of the site visit team was very favorable and that we should anticipate the receipt of a grant to cover the \$2,300,000 estimated cost of the equipment requested. The National Cancer Institute personnel have also requested that we submit in the near future a request for construction funds for a facility to house the Cyclotron equipment. We are presently in the process of accumulating the information for this application.

The planning for this has been on-going for about three years with a joint committee from The University of Texas Medical Branch. The project is jointly endorsed by President William Levin and myself.

The estimated cost of the addition to our existing building for housing the Cyclotron equipment is \$1,471,000. We anticipate that we will receive grant fundings for at least fifty percent of this cost and we are in the process of preparing applications to local foundations for matching funds.

As you know, for five years we have been conducting a National Cancer Institute grant-supported program in neutron therapy utilizing the Cyclotron facility at Texas A&M. This program involves treatment of patients with the Cyclotron equipment. We have encountered difficulty in relation to the transportation of sick patients, the frequent non-availability of the Cyclotron equipment for the utilization when needed, breakdowns in the equipment after transportation of patients from Houston to Texas A&M for treatment, and other difficulties that we feel can be overcome by a local facility. In addition, the Cyclotron equipment at Texas A&M was not designed for patient treatment and presently available equipment which has been designed for patient treatment will greatly facilitate this program.

In order that we may proceed with completion of the project design to be in a position to advertise for bids at the earliest possible time after availability of funds, it is requested that authorization be obtained from the Board of Regents for this project. We recommend that the architectural and engineering services required for the design of this project be handled by the staff of the Office of Facilities Planning and Construction utilizing outside consultants and the Physical Plant personnel of The System Cancer Center as required. Funds in the amount of \$75,000 are available in account #106751 - Plant Funds Unexpended - Unappropriated Balance for this purpose. It is requested that this project be submitted for approval to the Board of Regents as an agenda item for the December 16, 1977 meeting.

If and when this proposal is implemented and completed, our institution would have available for a joint neutron therapy and "short life" radioisotope research, treatment and education program with our sister institution, The University of Texas Medical Branch at Galveston, the only medically dedicated neutron generator in the United States of America.

We will be pleased to provide additional information as needed relating to this requested.

Sincerely yours,



R. Lee Clark, M.D.
President

BUILDINGS AND GROUNDS COMMITTEE
EMERGENCY ITEMS
December 16, 1977

Page
B&G

U. T. ARLINGTON

12. Remodeling of Hereford Student Union Building:
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and Furnishings to Rockford Furniture & Carpets,
Inc., Austin, Texas, and Abel Contract Furniture
& Equipment Co., Inc., Austin, Texas 17

HOUSTON HEALTH SCIENCE CENTER

13. Houston Medical School - Phase III Building: Recom-
mended Award of Contracts for Furniture and
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and Rockford Furniture and Carpets, Inc., Austin, Texas 19

SAN ANTONIO HEALTH SCIENCE CENTER

14. Proposed Easement Agreement with Bexar County
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12. U. T. ARLINGTON: REMODELING OF HEREFORD STUDENT UNION BUILDING (PROJECT NO. 301-368) - RECOMMENDED AWARD OF CONTRACTS FOR FURNITURE AND FURNISHINGS TO ROCKFORD FURNITURE & CARPETS, INC., AUSTIN, TEXAS, AND ABEL CONTRACT FURNITURE & EQUIPMENT CO., INC., AUSTIN, TEXAS.-- Specifications for Furniture and Furnishings for Remodeling of Hereford Student Union Building at The University of Texas at Arlington were prepared by the Office of Facilities Planning and Construction and bids called for. These bids were received, opened, and tabulated on November 22, 1977, as shown on the attached sheet.

It is recommended by President Nedderman and System Administration that award of contracts be made to the following lowest responsible bidders:

Rockford Furniture & Carpets, Inc.,
Austin, Texas

Base Bid "A" (Tables/Chairs)	\$117,040.81
Base Bid "B" (Lounge Furniture)	<u>53,948.81</u>
Total Recommended Contract Award	\$170,989.62

Abel Contract Furniture & Equipment Co., Inc.,
Austin, Texas

Base Bid "C" (Steel Furniture)	\$ 7,429.60
Base Bid "D" (Fixed Seating)	3,779.20
Base Bid "E" (Panel Systems)	17,679.39
Base Bid "F" (Music Room Furniture)	12,588.00
Base Bid "G" (TV Lounge Furniture)	<u>1,576.90</u>
Total Recommended Contract Award	\$ 43,053.09

GRAND TOTAL RECOMMENDED CONTRACT AWARDS	<u><u>\$214,042.71</u></u>
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The funds necessary to cover these contract awards are available in the Furniture and Equipment Account for this project.

FURNITURE AND FURNISHINGS
 REMODELING OF HEREFORD STUDENT UNION BUILDING
 THE UNIVERSITY OF TEXAS AT ARLINGTON
 Bids Received at 2:00 P.M., C. S. T., November 22, 1977
 Austin, Texas

	Base Proposal A	Base Proposal B	Base Proposal C	Base Proposal D	Base Proposal E	Base Proposal F	Base Proposal G	Bid Bond
Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	\$150,767.47	\$83,673.15	\$7,429.60	\$3,779.20	\$17,679.39	\$12,588.00	\$1,576.90	5%
Central Distributing Company, San Antonio, Texas	---	---	---	4,420.00	---	---	---	5%
Rockford Furn. & Carpets, Inc., Austin, Texas	117,040.81	53,948.81	8,109.65	3,994.20	19,382.01	14,144.89	1,892.20	5%
Stewart Office Supply Co., Dallas, Texas	119,577.02	56,836.97	No Bid	5%				

13. HOUSTON HEALTH SCIENCE CENTER (HOUSTON MEDICAL SCHOOL): PHASE III BUILDING (PROJECT NO. 701-285) - RECOMMENDED AWARD OF CONTRACTS FOR FURNITURE AND FURNISHINGS TO CENTRAL DISTRIBUTING COMPANY, SAN ANTONIO, TEXAS; LOUVERDRAPE, INC., HOUSTON, TEXAS, AND ROCKFORD FURNITURE & CARPETS, INC., AUSTIN, TEXAS.--Specifications for Furniture and Furnishings for Phase III Building at the Houston Medical School at The University of Texas Health Science Center at Houston were prepared by the Office of Facilities Planning and Construction and bids called for. These bids were received, opened, and tabulated on December 1, 1977, as shown on the attached sheet. On Base Proposal "B" (Venetian Blinds), the low bid submitted by Lee Venetian Blind Company, was non-responsive in that no Bid Bond was submitted as required. On Base Bid "A" and Alternate Bid "A" (both for Auditorium Seating), the low bid submitted by Hoover Brothers, Inc., was non-responsive in that it was a conditional bid, based on unspecified, substitute materials.

It is recommended by Acting President Blocker and System Administration that award of contracts be made to the following lowest responsible bidders:

Central Distributing Company,
San Antonio, Texas

Alternate Bid "A" \$112,222.00

Louverdrape, Inc.,
Houston, Texas

Base Bid "B" 30,980.00

Rockford Furniture & Carpets, Inc.,
Austin, Texas

Base Bid "C" 82,512.00

GRAND TOTAL RECOMMENDED CONTRACT AWARDS \$225,714.00

The funds necessary to cover these contract awards are available in the Furniture and Equipment Account for this project.

FURNITURE AND FURNISHINGS, THE UNIVERSITY OF TEXAS MEDICAL SCHOOL AT HOUSTON, PHASE III
 Bids Received at 2:00 p.m., Central Standard Time, December 1, 1977 at the
 Office of Facilities Planning and Construction
 The University of Texas System, Austin, Texas

Bidder	Base Bid "A"	Add Alternate "A"	Base Bid "B"	Base Bid "C"	Bidder's Bond or Cashier's Check
Central Distributing Company, San Antonio, Texas	No Bid	\$112,222.00	No Bid	No Bid	B.B. 5%
Gilson Floor Coverings, Inc., Lubbock, Texas	No Bid	No Bid	No Bid	\$90,408.00	B.B. 5%
Highland Interiors, Inc., Lubbock, Texas	No Bid	No Bid	No Bid	92,928.00	C.C. \$4,646.40
Hoover Brothers, Inc., Dallas, Texas	No Bid	87,453.00	No Bid	No Bid	B.B. 5%
J. G. Furniture (A Division of Burlington Industries), Quakertown, Pennsylvania	\$120,729.00	No Bid	No Bid	No Bid	B.B. 5%
Lee Venetian Blind Company, Inc., Houston, Texas	No Bid	No Bid	\$29,258.92	No Bid	No Bond
LouverDrape, Inc., Houston, Texas	No Bid	No Bid	30,980.00	No Bid	C.C. \$1,549.00
J. C. Penney Commercial Sales Division, Arlington, Texas	No Bid	No Bid	No Bid	87,132.00	B.B. 5%
Rockford Furniture & Carpets, Inc., Austin, Texas	No Bid	No Bid	No Bid	82,512.00	B.B. 5%
San Antonio Floor Finishers, Inc., San Antonio, Texas	No Bid	No Bid	No Bid	85,116.00	B.B. 5%

14. SAN ANTONIO HEALTH SCIENCE CENTER: REQUEST FOR AUTHORIZATION TO EXECUTE EASEMENT AGREEMENT WITH THE BEXAR COUNTY HOSPITAL DISTRICT FOR JOINT USE OF A SERVICE DRIVE.--The Bexar County Hospital District has scheduled a February 1978 beginning of construction of a parking garage on their property adjoining the northwest boundary of The University of Texas Health Science Center at San Antonio. Adjacent to the site of the future parking garage is an existing service drive which crosses property owned by both entities. For the mutual benefit of the Hospital District and the San Antonio Health Science Center, it is advantageous that an Easement Agreement be executed to provide joint use of the service drive for ingress and egress to parking facilities and loading docks.

The instrument defining this mutual two-way easement has been prepared by the Office of General Counsel and subsequently reviewed by the Legal Counsel for the Board of Managers of the Bexar County Hospital District. The proposed easement is more fully described in an Easement Agreement which will be available for examination at the Board Meeting.

President Harrison recommends, and System Administration concurs, that authorization be given by the Board for the requested Easement Agreement to be executed by the Chairman of the Board after approval as to content by System President Walker and as to form by an attorney of the Office of General Counsel.

Health Affairs Committee

HEALTH AFFAIRS COMMITTEE
Committee Chairman Law

Date: December 16, 1977
Time: Following the Meeting of the Buildings and Grounds Committee
Place: Cafeteria, Founders Building North
U. T. Dallas

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1. U. T. System: Proposed Model Affiliation Agreements for Health Care Educational Experiences. --

SYSTEM ADMINISTRATION'S RECOMMENDATION

System Administration recommends approval of the proposed model affiliation agreements to replace all such agreements previously approved. The model is in two formats:

- (a) Form A (Pages HAC 3 - 8) is without a hold harmless clause.
- (b) Form B (Pages HAC 9 - 14) includes a proposed hold harmless clause. The hold harmless clause is set out in Section 10 on Page HAC- 13 .

These agreements have been approved by the Office of General Counsel and have the concurrence of all component institutions.

HEALTH CARE
EDUCATIONAL EXPERIENCE PROGRAM
AFFILIATION AGREEMENT

THIS AGREEMENT made the ____ day of _____, 197_,
 by and between the _____
 _____ ("University"), a component institution of The
 University of Texas System, ("System"), and _____
 _____ ("Facility"),
 a _____
 having its principal office at _____,
 State of _____.

WITNESSETH:

WHEREAS, Facility now operates _____
 facilities located at _____, in
 the City of _____, State of _____, and therein
 provides health care services for persons in need of such ser-
 vices; and University provides an academic program with respect
 to health care; and,

WHEREAS, University periodically desires to provide
 health care related educational experiences for its students,
 which are not otherwise available to them under the existing
 program of University, by utilization of appropriate facilities
 and personnel of Facility; and,

WHEREAS, Facility is committed to a goal of providing
 the best obtainable supply of personnel educated in the field
 of health care as being in the best interests of Facility, and
 believes that achievement of such goal can best be accomplished
 by affording health-care students the opportunity to partici-
 pate in meaningful educational experiences as a part of an
 academic health care program, through utilization of appro-
 priate facilities and personnel of Facility; and,

WHEREAS, in order to accomplish such objectives,
 University and Facility intend to establish and implement from
 time to time, one or more educational experience programs which
 will involve the students and personnel of University, and the

facilities and personnel of Facility;

NOW, THEREFORE, in consideration of the premises and of the benefits derived and to be derived therefrom and from the program or programs established and implemented by said parties, University and Facility agree that any program agreed to by and between Facility and University, during the term of this Agreement, for purposes of achieving the above described objectives of said parties (hereinafter called "Educational Experience Program," or "Program"), shall be covered by and subject to the following terms and conditions:

1. The Program shall not become effective until all agreements between the parties with respect to Program have been reduced to writing ("Program Agreement"), executed by the duly authorized representatives of Facility and University, and approved in writing by the President of The University of Texas System.

2. The Program may be cancelled by either party by giving such written notice to the other of its intention to terminate the Program as provided in the Program Agreement; provided, however, that the Program shall automatically terminate upon termination of this Agreement.

3. In the event of conflict between the text of Program Agreement and the text of this Agreement, this Agreement shall govern.

4. After Program Agreement becomes effective, no amendments thereto shall be valid unless in writing and executed by the duly authorized representatives of Facility and University, and approved by the President of The University of Texas System.

5. Except for certain acts to be performed by University pursuant to express provisions of this Agreement, Facility hereby agrees to furnish the premises, personnel, services, and all other things necessary for the Educational Experience Program, as specified in the Program Agreement, and, in connection with such Program, further agrees:

(a) To comply with all Federal, State and

Municipal laws, ordinances, rules and regulations applicable to performance by Facility of its obligations under this Agreement, and all applicable accreditation requirements, and to certify such compliance to University or other entity when requested to do so by University.

(b) To permit the authority responsible for accreditation of University's curriculum to inspect such facilities, services and other things provided by Facility pursuant to this Agreement as are necessary for accreditation evaluation.

(c) To appoint a person to serve for Facility as liaison (Liaison) to the faculty and students engaged in the Program; provided, however, that no person not having the prior written approval of University shall be appointed Liaison; and, in such connection, Facility shall furnish in writing to University (not later than thirty (30) days prior to the date the Liaison appointment is to become effective) the name and professional and academic credentials of the person proposed by Facility to be Liaison, and within ten days after receipt of same, University shall notify Facility of University's approval or disapproval of such person. In the event the Liaison becomes unacceptable to University after appointment, and University so notifies Facility in writing, Facility will appoint another person to serve as Liaison in accordance with the procedure stated in the first sentence of this sub-paragraph (c).

6. University hereby agrees:

(a) To furnish Facility with the names of the students assigned by University to participate in the program.

(b) To assign for participation in the Program only those students (1) who have satisfactorily completed those portions of its curriculum which, according to Program Agreement, are prerequisite to such participation, all as determined by University in its sole discretion, and (2) who have entered into a written agreement with University and Facility that they will not publish any material relating to the Program, or their experience in participating therein, without the prior written approval of University and Facility.

(c) To designate a member of the University faculty to coordinate with Facility through its Liaison the learning assignment to be assumed by each student participating in the Program, and to furnish to Facility in writing the name of such faculty member.

7. All notices under this Agreement shall be provided to the party to be notified in writing, either by personal delivery or by United States mail. All notices under this Agreement shall be deemed given to a party when received by such party's designated representative.

8. All the agreements between the parties on the subject matter hereof have been reduced to writing herein. No amendments to this Agreement shall be valid unless in writing and signed by the duly authorized representatives of the parties, and approved by the Board of Regents of The University of Texas System.

9. No oral representations of any officer, agent, or employee of Facility or The University of Texas System, or any of its component institutions, (including, but not limited to University), either before or after the effective date of this Agreement, shall affect or modify any obligations of either party hereunder or under any Program Agreement.

10. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assignees; provided, however, that no assignment by either party shall be effective without prior written approval of the other party. A delay in or failure of performance of either party shall not constitute default hereunder, or give rise to any claim for damages, if and to the extent such delay or failure is caused by occurrences beyond the control of either party.

11. This Agreement shall not become effective unless and until approved by the Board of Regents of The University of Texas System. If so approved, this Agreement shall become effective on the date of such approval, and shall continue in effect for an initial term ending one (1) year after the date and year of execution by Facility and University, and after such initial term, from year to year unless one party shall have given one hundred eighty (180) days' prior written notice to the other party of intention to terminate this Agreement. If such notice is given, this Agreement shall terminate: (a) at the end of the term of this Agreement during which the last day of such one hundred eighty (180) day notice period falls; or, (b) when all students enrolled in the Program at the end of the term of this Agreement have completed their respective courses of study under the Program; whichever event last occurs.

Executed by University and Facility on the day and year first above written, in duplicate copies, each of which shall be deemed an original.

UNIVERSITY

By _____
President

CONTENT APPROVED:

President of the System

FORM APPROVED:

General Counsel of the System

Vice President for _____ Affairs
(System)

FACILITY

ATTEST: _____
(Title)

By _____
(Title)

(Title)

CERTIFICATE OF APPROVAL

I hereby certify that the foregoing Agreement was approved by the Board of Regents of The University of Texas System on the ____ day of _____, 197_.

Secretary, Board of Regents
The University of Texas System

HEALTH CARE
EDUCATIONAL EXPERIENCE PROGRAM
AFFILIATION AGREEMENT

THIS AGREEMENT made the ___ day of _____, 197_,
by and between the _____
_____ ("University"), a component institution of The
University of Texas System, ("System"), and _____
_____ ("Facility"),
a _____
having its principal office at _____,
State of _____.

WITNESSETH:

WHEREAS, Facility now operates _____
facilities located at _____, in
the City of _____, State of _____, and therein
provides health care services for persons in need of such ser-
vices; and University provides an academic program with respect
to health care; and;

WHEREAS, University periodically desires to provide health
care related educational experiences for its students, which
are not otherwise available to them under the existing program
of University, by utilization of appropriate facilities and
personnel of Facility; and,

WHEREAS, Facility is committed to a goal of providing the
best obtainable supply of personnel educated in the field of
health care as being in the best interests of Facility, and
believes that achievement of such goal can best be accomplished
by affording health-care students the opportunity to partici-
pate in meaningful educational experiences as a part of an aca-
demic health care program, through utilization of appropriate
facilities and personnel of Facility; and,

WHEREAS, in order to accomplish such objectives,
University and Facility intend to establish and implement from
time to time, one or more educational experience programs which

will involve the students and personnel of University, and the facilities and personnel of facility;

NOW, THEREFORE, in consideration of the premises and of the benefits derived and to be derived therefrom and from the program or programs established and implemented by said parties, University and Facility agree that any program agreed to by and between Facility and University, during the term of this Agreement, for purposes of achieving the above described objectives of said parties (hereinafter called "Educational Experience Program," or "Program"), shall be covered by and subject to the following terms and conditions:

1. The Program shall not become effective until all agreements between the parties with respect to Program have been reduced to writing ("Program Agreement"), executed by the duly authorized representatives of Facility and University, and approved in writing by the President of The University of Texas System.

2. The Program may be cancelled by either party by giving such written notice to the other of its intention to terminate the Program as provided in the Program Agreement; provided, however, that the Program shall automatically terminate upon termination of this Agreement.

3. In the event of conflict between the text of Program Agreement and the text of this Agreement, this Agreement shall govern.

4. After Program Agreement becomes effective, no amendments thereto shall be valid unless in writing and executed by the duly authorized representatives of Facility and University, and approved by the President of The University of Texas System.

5. Except for certain acts to be performed by University pursuant to express provisions of this Agreement, Facility hereby agrees to furnish the premises, personnel, services, and all other things necessary for the Educational

Experience Program, as specified in the Program Agreement, and, in connection with such Program, further agrees:

(a) To comply with all Federal, State and Municipal laws, ordinances, rules and regulations applicable to performance by Facility of its obligations under this Agreement, and all applicable accreditation requirements, and to certify such compliance to University or other entity when requested to do so by University.

(b) To permit the authority responsible for accreditation of University's curriculum to inspect such facilities, services and other things provided by Facility pursuant to this Agreement as are necessary for accreditation evaluation.

(c) To appoint a person to serve for Facility as liaison (Liaison) to the faculty and students engaged in the program; provided, however, that no person not having the prior written approval of University shall be appointed Liaison; and, in such connection, facility shall furnish in writing to University (not later than thirty (30) days prior to the date the Liaison appointment is to become effective) the name and professional and academic credentials of the person proposed by Facility to be Liaison, and within ten days after receipt of same, University shall notify Facility of University's approval or disapproval of such person. In the event the Liaison becomes unacceptable to University after appointment, and University so notifies Facility in writing, Facility will appoint another person to serve as Liaison in accordance with the procedure stated in the first sentence of this sub-paragraph (c).

6. University hereby agrees:

(a) To furnish Facility with the names of the

students assigned by University to participate in the Program.

(b) To assign for participation in the Program only those students (1) who have satisfactorily completed those portions of its curriculum which, according to Program Agreement, are prerequisite to such participation, all as determined by University in its sole discretion, and (2) who have entered into a written agreement with University and Facility that they will not publish any material relating to the Program, or their experience in participating therein, without the prior written approval of University and Facility.

(c) To designate a member of the University faculty to coordinate with Facility through its Liaison the learning assignment to be assumed by each student participating in the Program, and to furnish to Facility in writing the name of such faculty member.

7. All notices under this Agreement shall be provided to the party to be notified in writing, either by personal delivery or by United States mail. All notices under this Agreement shall be deemed given to a party when received by such party's designated representative.

8. All the agreements between the parties on the subject matter hereof have been reduced to writing herein. No amendments to this Agreement shall be valid unless in writing and signed by the duly authorized representatives of the parties, and approved by the Board of Regents of The University of Texas System.

9. No oral representations of any officer, agent, or employee of Facility or The University of Texas System, or any of its component institutions, (including, but not limited

to University), either before or after the effective date of this Agreement, shall affect or modify any obligations of either party hereunder or under any Program Agreement.

10. University shall, to the extent authorized under the constitution and laws of the State of Texas, hold Facility harmless from liability resulting from University's acts or omissions within the terms of this Agreement; provided, however, University shall not hold Facility harmless from any claims, demands, or causes of action arising in favor of any person or entity, growing out of, incident to, or resulting directly or indirectly from negligence (whether sole, joint, concurring or otherwise) of Facility, its officers, agents, representatives, or employees, or any person or entity not subject to University's supervision or control.

11. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assignees; provided, however, that no assignment by either party shall be effective without prior written approval of the other party. A delay in or failure of performance of either party shall not constitute default hereunder, or give rise to any claim for damages, if and to the extent such delay or failure is caused by occurrences beyond the control of either party.

12. This Agreement shall not become effective unless and until approved by the Board of Regents of The University of Texas System. If so approved, this Agreement shall become effective on the date of such approval, and shall continue in effect for an initial term ending one (1) year after the date and year of execution by Facility and University, and after such initial term, from year to year unless one party shall have given one hundred eighty (180) days' prior written notice to the other party of intention to terminate this Agreement. If such notice is given, this Agreement shall terminate:

(a) at the end of the term of this Agreement during which the

last day of such one hundred eighty (180) day notice period falls; or, (b) when all students enrolled in the Program at the end of the term of this Agreement have completed their respective courses of study under the Program; whichever event last occurs.

Executed by University and Facility on the day and year first above written, in duplicate copies, each of which shall be deemed an original.

UNIVERSITY

BY _____
President

CONTENT APPROVED:

President of the System

FORM APPROVED:

General Counsel of the System

Vice President for _____ Affairs
(System)

FACILITY

ATTEST:

By _____
(Title)

(Title)

CERTIFICATE OF APPROVAL

I hereby certify that the foregoing Agreement was approved by the Board of Regents of The University of Texas System on the ____ day of _____, 197_.

Secretary, Board of Regents
The University of Texas System

2. Dallas Health Science Center (Dallas Allied Health Sciences School):
Request to Seek Permission from Coordinating Board to Establish
Department of Gerontological Services Administration and Depart-
ment of Physician Assistants (Catalog Change). --

RECOMMENDATION AND BACKGROUND INFORMATION

President Sprague's Recommendation and Background Information

President Sprague recommends that two programs of the Department of Health Care Sciences be established as new departments. The two proposed departments are the Department of Gerontological Services Administration and the Department of Physician Assistants. These are baccalaureate degree programs and the curriculums and faculty are distinct resulting in the functional structure being that of separate departments. Establishment of these departments will not result in increased cost and will increase administrative efficiency.

System Administration's Recommendation

System Administration concurs in President Sprague's recommendation and requests permission to submit this change to the Coordinating Board, Texas College and University System for its consideration.

SECRETARY'S NOTE: If the establishment of these departments is approved by the Board of Regents and the Coordinating Board, the next catalog published will be changed to reflect the new departments.

3. Dallas Health Science Center (Dallas Allied Health Sciences School):
Request to Seek Permission from Coordinating Board to Establish
Certificate Program in Gerontology Services Administration (Catalog
Change). --

RECOMMENDATIONS

President Sprague's Recommendation

President Sprague recommends approval of a proposed certificate program in Gerontology Services Administration. The certificate will be awarded upon completion of twelve semester hours of course work selected to meet the needs and background of each student. The program will be a component of the baccalaureate degree program currently approved, and will permit individuals the opportunity to develop understanding in gerontology without the need to pursue the total degree program. No additional courses or faculty will be required.

System Administration's Recommendation

System Administration concurs in President Sprague's recommendation and requests permission to submit this new program to the Coordinating Board, Texas College and University System for its consideration.

SECRETARY'S NOTE: If this certificate program is approved by the Board of Regents and the Coordinating Board, the next catalog published will be changed to reflect the new program.

4. Houston Health Science Center: Proposed Revision of Bylaws of The Houston Health Science Center Foundation, Incorporated. --

ACTING PRESIDENT BLOCKER'S RECOMMENDATION

Acting President Blocker recommends that the revised Bylaws set out on Pages HAC 17 - 21 be substituted for the Bylaws of The Houston Health Science Center Foundation, Incorporated, adopted by the Board of Regents on September 20, 1974.

BACKGROUND INFORMATION - PRESIDENT BLOCKER

"Shortly after coming to Houston, I met with a small group of individuals who, among others, had previously been approved by the Board of Regents for membership on the Houston Health Science Center Development Board. All of these individuals were ones with which Dr. Berry had previously had meetings and conversations concerning the organization of a Development Board.

"At my first meeting with this group, we invited each of them to serve on the Board and also to serve as an Executive Committee for advise and assistance in selecting the additional membership.

"One item of concern to me and this group is the need for amendments to the Bylaws of the Houston Health Science Center Foundation, Inc. The present Bylaws call for separate advisory groups for each School within the Health Science Center in addition to an overall Development Board composed of two members from each advisory group and additional members at large.

"The amended Bylaws simplify the composition of the Board to the more conventional organizational structure; i.e., one board composed of thirty-nine members (plus the President and Vice President for Business Affairs) for a total of forty-one members. The thirty-nine members will have three year terms, with provisions for thirteen of the terms to expire each year. The Vice President for Business Affairs, the registered agent for the Foundation, will participate in all meetings of the Board along with the President, and hold membership on the Board concurrently with his appointment with the Health Science Center as does the President.

"Inasmuch as these changes necessitated an extensive rewrite of the Bylaws, the document was competely rewritten as opposed to making the changes in congressional style."

SYSTEM ADMINISTRATION CONCURS.

BYLAWS

THE HOUSTON HEALTH SCIENCE CENTER FOUNDATION, INCORPORATED

ARTICLE I

OFFICES

- 1.1 The registered office of the corporation shall be at The University of Texas Health Science Center at Houston, 6400 West Cullen, John Freeman Building, Room 100, Texas Medical Center, Houston, Texas 77030, and the name of the registered agent of the corporation at such address is G. C. Franklin.
- 1.2 The corporation may also have offices at such other places, both within and without the State of Texas as the Board of Directors may from time to time determine, or the business of the corporation may require.

ARTICLE II

PURPOSE

- 2.1 Subject to the provision of Article V of its Articles of Incorporation, the purpose of The Houston Health Science Center Foundation, Incorporated, is to further the mission of The University of Texas Health Science Center by all proper and available means, with emphasis upon financial assistance through encouragement of gifts, grants, donations, and bequests; to have responsibility for private-fund development of the Health Science Center; to determine its own development needs; and to direct the formulation of plans and the promotion of support for its program.

ARTICLE III

DIRECTORS

- 3.1 The business and affairs of the corporation shall be managed by its Board of Directors, who may exercise such powers of the corporation and do all such lawful acts as are permitted by statute, by the Articles of Incorporation or by these Bylaws.
- 3.2 The Board of Directors shall consist of those individuals appointed by the Board of Regents of The University of Texas System. The number of directors shall be not less than three (3), or more than forty-one (41), and shall include the President and the Vice President for Business Affairs of the Health Science Center. The members of the Board of Directors shall be recommended by the President of the Houston Health Science Center, and appointed by the Board of Regents of The University of Texas System. The directors shall hold office for three (3) year terms of

Franklin

5/20

staggered length and until their successors are duly appointed and qualified. Not less than one (1) nor more than thirteen (13) directors shall serve for two (2) years. Not less than one (1) nor more than thirteen (13) directors shall serve for three (3) years.

- 3.3 The Board of Directors may hold their meetings, both regular and special, either within or without the State of Texas, as shall from time to time be determined.
- 3.4 Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board.
- 3.5 Special meetings of the Board of Directors may be called by the President on twenty-four hours' notice to each director, either personally or by mail or telegram; special meetings shall be called by the President or Secretary in like manner and on like notice upon written request by two directors. Except as may otherwise be expressly provided by statute, the Articles of Incorporation, or these Bylaws, neither the business to be transacted at, nor the purpose of any special meeting, need be specified in a notice or waiver of notice of such meeting.
- 3.6 At all meetings of the Board of Directors, the presence of one-third ($1/3$) of the directors shall be necessary and sufficient for the transaction of business, provided however, that at no time shall the presence of less than three (3) directors shall be sufficient for the transaction of business. The act of the majority of the directors present in person or by proxy at a meeting at which a quorum is present shall be the act of the Board of Directors. A director may vote in person or by proxy executed in writing by the director. If a quorum shall not be present at any meeting of directors, the directors present thereat may adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present.
- 3.7 The Board of Directors, by resolution adopted by a majority of the directors in office, may designate one or more committees of directors, each of which committees shall consist of two or more directors, which committees, to the extent provided in such resolution, shall have and exercise the authority of the Board of Directors in the management of the corporation; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law. Other committees not having and exercising the authority of the Board of Directors in the management of the corporation may be designated and appointed by a resolution adopted by a majority of the directors at a meeting at which a quorum is present, or by the President thereunto authorized by a like resolution of the Board of Directors or by the Articles of Incorporation or by the Bylaws. Membership on such committees may, but need not be, limited to directors. Notice of meetings of the committees shall be given in the same manner as notice of meetings of the Board of Directors.

2 13 to 17/4

ARTICLE IV

NOTICES

- 4.1 Whenever under the provisions of the statutes, the Articles of Incorporation or these Bylaws, notice is required to be given to any director and no provision is made as to how such notice shall be given, it shall not be construed to mean personal notice but any such notice may be given in writing by mail, postage prepaid, addressed to such director at such address as appears on the books of the corporation. Any notice required or permitted to be given by mail shall be deemed to be given at the time when the same shall be thus deposited in the United States mails as aforesaid.
- 4.2 Whenever any notice is required to be given to any director of the corporation under the provisions of the statutes, the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether on or before or after the time stated in the notice, shall be deemed equivalent to the giving of such notice.
- 4.3 Attendance of a director at a meeting shall constitute a waiver of notice of such meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

- 5.1 The officers of the corporation shall be a President, Vice President, a Secretary, and a Treasurer, each of whom must be a member of the Board of Directors. Any two of the offices of President, Vice President, Secretary, or Treasurer may be held by the same person except that the offices of President and Secretary shall not be held by the same person.
- 5.2 The Board of Directors at its first meeting shall choose a President, a Vice President, and a Secretary. The Vice President for Business Affairs of the Houston Health Science Center shall be Treasurer. The Treasurer shall be the registered agent of the Corporation.
- 5.3 The Board of Directors may appoint such other officers and agents as it shall deem necessary, who shall be appointed for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.
- 5.4 Each officer of the Board of Directors shall hold office for a one (1) year term and until his successor is chosen and qualified in his stead or until his death or until his resignation or removal from office. Any officer or agent elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors, but such removal shall be without prejudice of the contract rights, if any,

of the person so removed. If any office of the Board of Directors becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

- 5.5 The President shall preside at all meetings of the Board of Directors; direct the business of the Board; be responsible for the appointment of all committees of the Board and supervise the activities to carry out the aims and objectives of the Board as described in these documents.
- 5.6 The President shall be the chief executive officer of the corporation; he shall have general and active management of the business and affairs of the corporation, shall see that all orders and resolutions of the Board are carried into effect, and shall perform such other duties as the Board of Directors shall prescribe.
- 5.7 The Vice President shall preside in the absence of the President at meetings of the Board, and shall have such powers and perform such duties as the Board of Directors may from time to time prescribe or as the President may from time to time delegate to him.
- 5.8 The Secretary or his representative shall attend all sessions of the Board of Directors and record all votes and minutes of all proceedings in a book to be kept for that purpose. He shall give or cause to be given notice of all meetings, where required, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. He shall keep in safe custody the seal of the corporation and when authorized by the Board, affix the same to any instrument requiring it and when so affixed it shall be attested by his signature or the signature of the Treasurer.
- 5.9 The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate account of the receipts and disbursements of the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.
- 5.10 The Treasurer shall disburse the funds of the corporation as may be ordered by the Board of Directors, making proper vouchers for such disbursement, and he shall render the President and Directors, at the regular meeting of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the corporation and shall perform such other duties as the Board of Directors may prescribe.

ARTICLE VI

GENERAL PROVISIONS

- 6.1 The corporate seal shall have inscribed around the circumference thereof the name of the corporation. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

- 6.2 Any action required by the statutes, Articles of Incorporation or these Bylaws to be taken at a meeting of the Board of Directors, or any action which may be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all of the directors of the corporation. Such consent shall have the same force and effect as a unanimous consent of the directors.
- 6.3 The corporation shall indemnify any director, officer or employee, or any former director, officer or employee of the corporation against expenses actually and necessarily incurred by him and any amount paid in satisfaction of judgments in connection with any action, suit or proceeding, whether civil or criminal in nature, in which he is made a party by reason of being or having been such a director, officer or employee (whether or not a director, officer or employee at the time such costs or expenses are incurred by or imposed upon him) except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of duty. The corporation may also reimburse any director, officer or employee the reasonable costs of settlement of any action, suit or proceeding if it shall be found by a majority of the directors not involved in the matter in controversy, whether or not a quorum, that it was to the interests of the corporation that such settlement be made and that such director, officer or employee was not guilty of gross negligence or willful misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive to any other rights which such director, officer or employee may be entitled by law or under any bylaw, agreement or otherwise.
- 6.4 All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.
- 6.5 Following approval of these bylaws by the Board of Regents of The University of Texas System, the Board of Directors of The Houston Health Science Center Foundation will act as The Houston Health Science Center Development Board, and will have such duties and responsibilities as set forth in the Regents' Rules and Regulations, Part One, Chapter VII, related to such development boards.

ARTICLE VII

AMENDMENTS

- 7.1 These Bylaws may be altered or amended by a majority vote of the directors in office at a meeting of the directors, provided notice of the proposed alteration or amendment be contained in the notice of such meeting.
- 7.2 Neither these Bylaws nor any amendments thereto shall be effective until they shall have been approved by the Board of Regents of The University of Texas System.

5. Houston Health Science Center (Houston Medical School): Proposed Extension of Affiliation Agreement with Memorial Hospital System of Houston (Formerly Called Memorial Baptist Hospital System of Houston). --

ACTING PRESIDENT BLOCKER'S RECOMMENDATION

Acting President Blocker recommends approval of the Extension Agreement set out on Pages HAC 22-30 . This agreement is by and between the Board of Regents of The University of Texas System and the Memorial Hospital System of Houston (formerly called Memorial Baptist Hospital System of Houston) and would extend the affiliation agreement between the University and the Hospital dated December 15, 1967, through August 31, 1978.

System Administration Concurs

System Administration concurs and states that by the expiration date of this extension agreement a new affiliation agreement will be developed and presented to the Board of Regents for consideration.

THE STATE OF TEXAS)
)
 COUNTY OF HARRIS)

EXTENSION AGREEMENT

This EXTENSION AGREEMENT made the _____ day of _____, 1977, by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM ("University") and the MEMORIAL HOSPITAL SYSTEM OF HOUSTON ("Hospital"), a non-profit corporation having its principal office at 7777 Southwest Freeway, City of Houston, Texas; WITNESSETH:

WHEREAS, University and Hospital are the parties to that particular Affiliation Agreement dated December 15, 1967, and effective for a ten year term; said Agreement being attached hereto as Exhibit "A" and incorporated herein for all purposes; and,

WHEREAS, University and Hospital intend to extend the term of such Agreement for an additional period through and including the 31st day of August, 1978; and,

WHEREAS, University and Hospital shall, during such extension, continue the mutual coordination of their respective medical health care resources for excellence in health care

education and for improved patient care in the further develop-
ment of Houston as a medical center;

NOW, THEREFORE, in consideration of the premises and of the
benefits derived and to be derived therefrom, University and
Hospital agree as follows:

1. The particular Affiliation Agreement, dated December 15,
1967, by and between University and Hospital, and attached hereto
as Exhibit "A", is hereby extended for an additional period through
and including August 31, 1978.

2. The programs in medical education and improved patient
care shall be continued by the parties during this extended period
of time.

3. Other than the specific extension of time provided by
this Agreement, all terms and conditions of Exhibit "A" shall
remain in full force and effect.

Executed by University and Hospital on the day and year
first above written, in duplicate copies, each of which shall
be deemed an original.

ATTEST:

BOARD OF REGENTS OF
THE UNIVERSITY OF TEXAS SYSTEM

Secretary

By _____
Chairman

APPROVED:

CONTENT APPROVED:



University Attorney



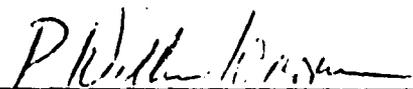
President

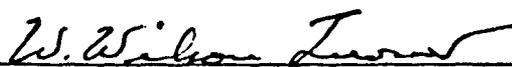


Vice President for Health Affairs

ATTEST:

MEMORIAL HOSPITAL SYSTEM
OF HOUSTON



By 

President

A G R E E M E N T

THE STATE OF TEXAS)
 (
COUNTY OF HARRIS)

This AGREEMENT made and entered into this 15th day of DECEMBER, 1967, by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, hereinafter sometimes called "University," and the MEMORIAL BAPTIST HOSPITAL SYSTEM of Houston, hereinafter sometimes called "Hospital," WITNESSETH:

WHEREAS, during the past half century advances in medicine have been more significant and rapid than in any other previous period of history, and over the past two decades the pace has increased dramatically and appears to be accelerating; and

WHEREAS, in recognition of contemporary trends and likely future requirements, University and Hospital agree on the desirability of establishing a closer working relationship between the two institutions, who share a common commitment to offer the people of Houston, Texas, and the Southwest a program of excellence in medical education and also share the desire to coordinate all medical care resources for the benefit of improved patient care and the further development of Houston as a medical center:

NOW, THEREFORE, with these objectives in mind and with an intent to develop both institutions to the maximum extent consistent with the interests of each, University and Hospital hereby agree as follows:

1. EXTENT OF AFFILIATION AT THE DEPARTMENTAL LEVEL

The purpose of this agreement is to establish a broad framework of institutional policy to facilitate cooperation

at the department level. It is agreed that the initiative for establishing any departmental affiliation and working relationships will be vested in the respective department heads of the several departments of University and the corresponding chiefs of service of the hospital staff of Hospital. It is further understood that individual departments of University may or may not establish affiliations with Hospital, depending upon their needs and circumstances and subject to appropriate action by the respective governing bodies.

2. PROVISION FOR FACULTY APPOINTMENTS FOR HOSPITAL STAFF MEMBERS

Both parties agree that academic status is a strong inducement for attracting well qualified individuals for teaching positions at Hospital, and that academic appointment made by University for individuals in key positions at Hospital should include tenure or assurances of continuation of employment, if possible. Academic appointments (including tenure) will be nominated by the Hospital or University and will be granted after mutual agreement on an individual basis subject to the approval of the person by University and satisfactory arrangements covering the financial obligations accompanying all appointments in this category. The alternatives for obtaining appointments in this category are:

(1) Unqualified Tenure Appointment:

Guarantee by Hospital for all future salary costs for any tenure appointments by University

Under this arrangement a contract negotiated between the individual physician and the Hospital, with the approval of the University, whereby the Hospital will guarantee to pay to University the salary in accordance with the terms of the contract

for new personnel granted tenure in case their positions are terminated at Hospital. These payments would continue as long as University is required to maintain these personnel, not to exceed the term of the original contract.

(2) Qualified Tenure Appointment:

Guarantee by Hospital of the future salary costs for a limited term tenure appointment of a period of time to be agreed upon following termination or discontinuation of a hospital position

Under this agreement the faculty member would receive a tenure guarantee covering a period of time to be agreed upon between the Hospital and physician. In the event his position shall be terminated by the Hospital prior to the end of such period and, at the time of such termination, the physician occupies a full-time faculty position at the University, then he would be entitled to receive his salary from the Hospital for the remainder of the period originally agreed upon.

(3) Hospital Staff without Compensation:

Rules and procedures established by Hospital will be used in appointment of medical staff of Hospital without teaching assignment, faculty designation, or compensation through University.

(4) Hospital Staff with Partial Compensation and/or University Faculty Appointment:

Mutual agreement between Hospital and University is required for appointment in either category in this section with definition of faculty title, duties, amount of compensation (if any), and term of appointment (annual unless otherwise agreed upon).

3. COMPENSATION ARRANGEMENTS FOR FULL-TIME FACULTY

Physicians employed full time by University and based at Hospital with academic appointments will be subject to The University of Texas System policy regarding salary plan. Fees earned in excess of the maximum allowed will be placed in a trust fund and used to develop medical education and research programs at Hospital. These funds should not be committed on a continuing basis for the salaries of additional full-time personnel.

4. JOINT SPONSORSHIP OF RESEARCH ACTIVITIES

Hospital will provide research facilities for physicians who are geographically full time on its campus. Research projects at Hospital may be jointly sponsored by University. In such cases there will be prior agreement as to the extent of the responsibility of each institution in the administration of research funds, provision of staff and facilities and ownership of equipment purchased with research funds.

5. PROVISION FOR REVIEW OF RELATIONSHIP

Both parties agree that a productive and harmonious relationship between the two institutions depends upon maintaining effective channels of communication. The parties anticipate that routine matters will be handled and decided mutually through continuous contacts at the departmental level. At least annually, and more frequently if necessary, a group representing each institution should meet to review and discuss over-all relationships and policies and other matters of common concern.

It is agreed that the Memorial Baptist Hospital System Board of Trustees, acting for its institution, shall retain

all jurisdictional powers incident to separate ownership, including the power to determine the general and fiscal policy of the institution, selection of the directing head of the Hospital and the determination of the acceptability and desirability of members of the Hospital Professional Staff.

All admissions of patients to the Hospital shall be under the direction of the Hospital Board and full and complete direction of the administration, supervision of the Hospital, as well as appointment of the Medical Staff, shall at all times be retained by the Hospital Board.

Appointments to the Teaching Staff of the Memorial Baptist Hospital System shall be made by the Hospital Board upon recommendations of the University after due consultation with the Hospital Chief of the Service, or Department Chairman concerned and the Medical Executive Board.

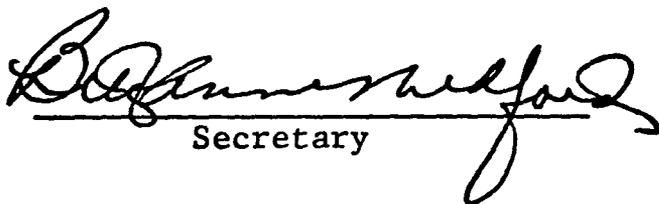
Appointment to the Memorial Baptist Hospital System Medical Staff or membership therein is not contingent upon a teaching appointment.

If any aspect of this agreement becomes unsatisfactory, a joint committee shall be responsible for discussing and resolving the questions involved. If a change in the agreement is necessary, the committee shall make recommendations to the authorities in each institution. If problems develop which are sufficiently serious, and cannot be resolved, either party shall have the right to terminate this agreement upon not less than six (6) months' written notice. The effective date of such dissolution shall be mutually agreed upon with adequate time to allow each institution to make necessary arrangements in an orderly manner.

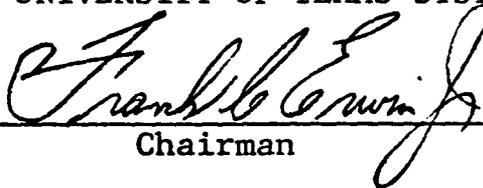
Subject to the foregoing, this agreement shall be for a term of ten (10) years from and after its effective date and may be terminated at any time upon mutual consent of the parties. It may also be amended in writing to include such provisions as the parties may agree upon.

EXECUTED by the parties on the day and year first above written.

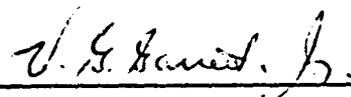
ATTEST:


Secretary

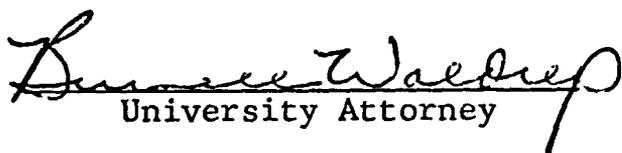
BOARD OF REGENTS OF
THE UNIVERSITY OF TEXAS SYSTEM

By 
Chairman

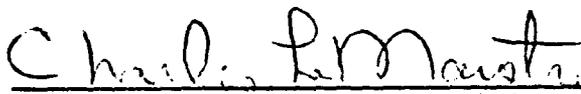
MEMORIAL BAPTIST HOSPITAL SYSTEM
OF HOUSTON

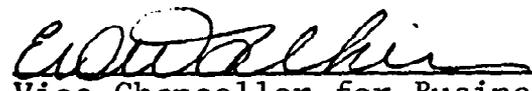
By 
Chairman, Board of Trustees

Approved as to Form:


University Attorney

Approved as to Content:


Vice-Chancellor for Health
Affairs


Vice-Chancellor for Business
Affairs

AMENDMENT

THE STATE OF TEXAS }
 }
COUNTY OF TRAVIS }

This AGREEMENT made and entered into by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, herein called "University," and MEMORIAL BAPTIST HOSPITAL SYSTEM OF HOUSTON, herein called "Hospital," WITNESSETH:

That University and Hospital do hereby agree that paragraph 3 of that certain agreement dated December 15, 1967, by and between the parties shall be and the same is hereby amended by substituting in lieu thereof the following:

"3. COMPENSATION ARRANGEMENTS FOR FULL-TIME FACULTY

"Physicians employed full time by University and based at Hospital with academic appointments will be subject to The University of Texas System policy regarding salary plan. Fees earned in excess of the maximum allowed will be placed in a trust account under the direction and control of the Board of Regents of The University of Texas System and used to develop medical education and research facilities at Hospital. These funds should not be committed on a continuing basis for the salaries of additional full-time personnel."

Except as amended hereby, each and every provision of that certain agreement dated December 15, 1967, shall remain in full force and effect.

EXECUTED by the parties this 7th day of February, 1969.

ATTEST:

Betty Anne Theford
Secretary

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

By Frank C. Brown
Chairman

Approved as to Form:

Lawrence Waldrop
University Attorney

Approved as to Content:

Charles L. McIntire
Executive Vice-Chancellor for
Health Affairs

Chitt Talley
Executive Vice-Chancellor for
Business Affairs

ATTEST:

[Signature]
Secretary

MEMORIAL BAPTIST HOSPITAL SYSTEM
OF HOUSTON

By Samuel H. Marshall, Jr.
Chairman
Board of Trustees

6. University Cancer Center and Houston Health Science Center:
Proposed Parking Fees for Parking Lot at Prudential Building
in Houston. --

RECOMMENDATIONS

President Clark's Recommendation

" We are in the process of installing electric gates to the parking lot at the Prudential Building and wish to establish a pay parking system to be effective as soon as this installation is complete. We have reviewed our budgetary requirements for operation of the parking facility and based on the estimated utilization recommend that the following schedule of charges be authorized for contract parking for employees:

<u>Class of Parking</u>	<u>Rate Per Month</u>
Open Parking	\$ 9.00
Covered Parking	\$12.50 "

System Administration's Recommendation

System Administration concurs in the recommendation of President Clark and states that an Auxiliary Enterprise Account will be established for operation of these parking facilities.

These parking fees will become a part of the Parking and Traffic Regulations for the institutions involved.

7. University Cancer Center: Proposed Sponsored Research Agreement with John S. Dunn Research Foundation. --

**PRESIDENT CLARK'S RECOMMENDATION
AND BACKGROUND INFORMATION**

Background Information

" On several occasions we have discussed with Mr. John S. Dunn, the possibility of his on-going support of some of our cancer research activities. Mr. Dunn is the present Chairman of the Board of Visitors of the University Cancer Foundation. He has now created the John S. Dunn Research Foundation as a public foundation for the purpose of conducting and supporting medical research, and it is his wish to support cancer research programs at this institution through the Foundation.

" A Sponsored Research Agreement has been prepared by the Office of the General Counsel based on the proposed agreement form previously submitted by the attorney for the John S. Dunn Research Foundation. This agreement form is attached and it is recommended that it be submitted to the Board of Regents for formal approval at the December Board meeting. Mr. Dunn wishes to make a substantial contribution to the Foundation to be allocated for research programs at this institution during the 1977 calendar year. It is important that the agreement be negotiated between the System Cancer Center and the John S. Dunn Research Foundation prior to the end of the calendar year.

" Your assistance in this matter will be sincerely appreciated. I will be pleased to provide any additional information that might be required regarding this matter. "

Recommendation

President Clark recommends approval of a sponsored research agreement with the John S. Dunn Foundation, Houston, Texas. (Pages HAC 33-34)

SYSTEM ADMINISTRATION

System Administration concurs in President Clark's recommendation. This agreement will permit research investigators who are employees of the Foundation to engage in medical research at the University Cancer Center, thereby enhancing the investigative efforts of both. The John S. Dunn Foundation is a medical research organization as described in Section 170(b)(1)(A)(iii) of the Internal Revenue Code of 1954.

SPONSORED RESEARCH AGREEMENT

THIS AGREEMENT executed on the _____ day of _____, 1977, by and between The University of Texas M.D. Anderson Hospital and Tumor Institute (a component institution of The University of Texas System), hereinafter called "Hospital", and the John S. Dunn Research Foundation, hereinafter called "Foundation"; WITNESSETH:

WHEREAS, Hospital is a non-profit hospital as described in Section 170 (b) (1) (A) (iii) of the Internal Revenue Code of 1954, exempt from federal income tax; and

WHEREAS, Foundation is organized for the principal purpose of engaging in the active conduct of medical research, and desires to engage directly in the continuous, active conduct of medical research in conjunction with Hospital in such a manner as to be classified as a medical research organization as described in Section 170 (b) (1) (A) (iii) of the Internal Revenue Code of 1954;

NOW, THEREFORE, Foundation and Hospital hereby agree as follows:

1. Purposes: The purpose of this Agreement is to provide for the continuous active conduct of medical research by Foundation in conjunction with Hospital.

2. Location: The medical research to be conducted hereunder shall be conducted in locations at the facilities of Hospital, as such locations may be agreed upon by Hospital and Foundation and in other appropriate locations as may be required, so as to reasonably facilitate such medical research.

3. Supervision of Medical Research: The continuous active conduct of medical research in conjunction with Hospital shall be under the supervision of a Director of Research who will be selected jointly by Foundation and Hospital. The research will be conducted by Foundation through the Director of Research who will be assisted by personnel selected by such person, and all of such personnel (including the Director of Research) shall be the employees solely of Foundation while they are engaged in work or other activities arising out of or incident to the medical research conducted pursuant to this Agreement. The salary of the Director of Research and other personnel, and all other costs of conducting the medical research, will be paid by the Foundation.

4. Advisory Committee: The Director of Research will be assisted by an Advisory Committee which will act as consultant to the Director of Research

and to the Board of Trustees of Foundation in connection with the conduct and supervision of the medical research. The Advisory Committee will be appointed jointly by Foundation and Hospital.

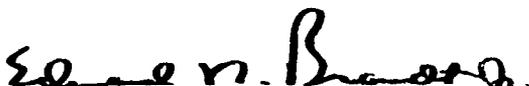
5. Conduct of Medical Research: The medical research in conjunction with Hospital shall be conducted by the employees of Foundation. Hospital and Foundation shall freely exchange information, ideas and research results of joint projects. All activities conducted at Hospital pursuant to this Agreement shall conform to the policies of Hospital, and the Director of Research shall be responsible for obtaining appropriate approval for such activities. Hospital shall permit its personnel to assist and collaborate in medical research with the personnel of Foundation, and Foundation shall permit its personnel to assist and collaborate in medical research with the personnel of Hospital.

6. Period of Agreement: This Agreement is for a period of one year from the date of execution hereof, unless terminated by any party upon giving the other party six months' written notice of intention to terminate. Amendment of this Agreement shall be only in writing, signed and approved by all of the parties.

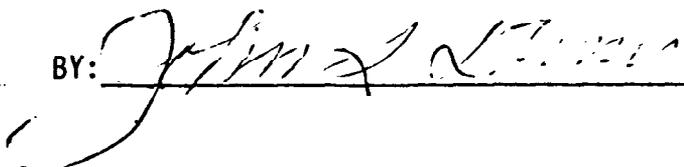
IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and year first written above, subject to approval of the Board of Regents of The University of Texas System.

CONTENT APPROVED

JOHN S. DUNN RESEARCH FOUNDATION


Vice President for Health Affairs

BY:




President of the System

FORM APPROVED


Attorney for the System

UNIVERSITY OF TEXAS SYSTEM CANCER CENTER

BY:


President

Approved by the Board of Regents of The University of Texas System on the _____ day of _____, 1977.

ATTEST

Secretary, Board of Regents of The University of Texas System

Chairman, Board of Regents of The University of Texas System

8. Tyler Health Center: Recommendation for Authorized Agent for Tax-Free Alcohol Permits. --

RECOMMENDATIONS

Superintendent Hurst's Recommendation

Superintendent Hurst recommends that the Board of Regents approve the standard resolution set out below which would authorize Mr. Oran Ferrell, III, Assistant Administrator, to sign all appropriate documents required in connection with tax-free alcohol permits:

WHEREAS, The University of Texas Health Center at Tyler is operating as a hospital which requires a continuing supply of alcohol for delivering patient care and other scientific purposes:

THEREFORE, BE IT RESOLVED, That Mr. Oran Ferrell, III, Assistant Administrator of The University of Texas Health Center at Tyler, be authorized to have charge of and be responsible for and apply for and sign the "Application and Withdrawal Permit to Procure Spirits Free of Tax" for The University of Texas Health Center at Tyler, and

BE IT FURTHER RESOLVED, That it shall be the duty of Mr. Oran Ferrell, III, to execute on behalf of The University of Texas Health Center at Tyler any and all documents required by the Alcohol and Tobacco Tax, Internal Revenue Service.

System Administration's Recommendation

System Administration concurs and states that this action will cancel all prior authorizations.

Land & Investment Committee

LAND AND INVESTMENT COMMITTEE
Committee Chairman Clark

Date: December 16, 1977
Time: Following the Meeting of the Health Affairs Committee
Place: Cafeteria, Founders Building North
U. T. Dallas

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I. Permanent University Fund

A. Investment Matters

1. Report on Clearance of Monies to Permanent University Fund for October 1977 and Report on Oil and Gas Development.--The Executive Director for Investments, Trusts and Lands reports the following with respect to the Permanent University Fund for the month ending October 31, 1977, and Oil and Gas Development as of October 31, 1977:

<u>Permanent University Fund</u>	<u>October 1977</u>	<u>Cumulative This Fiscal Year</u>	<u>Cumulative Preceding Fiscal Year</u>
Royalty			
Oil	\$3,096,189.57	\$ 5,932,984.29	\$ 6,038,492.14
Gas - Regular	2,530,775.28	4,825,323.54	3,747,115.89
- F.P.C.		462.23	265.35
- Market Value Settlements	377,517.21	856,797.51	573,917.82
- In Kind Settlements	98,200.05	242,065.20	168,832.10
Water	34,952.84	61,924.43	27,643.42
Salt Brine	5,242.07	10,206.08	4,787.66
Sulphur	54,097.54	105,846.89	151,328.96
Rental			
Oil and Gas Leases	15,359.93	394,250.55	460,176.56
Other	(1,163.54)	(1,163.54)	5,000.00
Miscellaneous		138,153.16	222,242.89
	<u>6,211,170.95</u>	<u>12,566,850.34</u>	<u>11,399,802.79</u>
Bonuses, Oil and Gas Lease Sales	- 0 -	- 0 -	- 0 -
Total, Permanent University Fund	<u>\$6,211,170.95</u>	<u>\$12,566,850.34</u>	<u>\$11,399,802.79</u>

Oil and Gas Development - October 31, 1977

Acreage Under Lease - 952,738

Number of Producing Acres - 360,333

Number of Producing Leases - 1,582

2. Report on Permanent University Fund Investments for the Fiscal Year Ended August 31, 1977.--Under separate bound cover the Executive Director for Investments, Trusts and Lands presents a report on the Permanent University Fund investments for the fiscal year ended August 31, 1977. During the fiscal year, periodic reports of investment transactions made for the Fund were submitted to the Board for approval. The present report summarizes the investment transactions for the fiscal year and indicates the status of the Fund's portfolio as of August 31, 1977.

The Permanent University Fund experienced significant gains in book value of assets and in earnings during the year as shown below:

	Fiscal Year Ended 8/31		Increase	
	1976	1977	Amount	%
Book Value	\$854,598,399	\$946,070,599	\$91,472,200	10.7
Investment Income	47,134,286	53,882,377	6,748,091	14.3

It is recommended by the Executive Director for Investments, Trusts and Lands that the formal report be approved in order that copies may be distributed to the Governor, members of the Legislature and other State Officials, as required by H.B. 1198, passed at the regular session of the 62nd Legislature.

B. LAND MATTERS

1. Easements and Surface Leases Nos. 4495-4512.--It is recommended by the Executive Director for Investments, Trusts and Lands that the following applications for easements and surface leases be approved. All have been approved as to content by the appropriate officials. Payment for each has been received in advance unless otherwise indicated, and each document is on the University's standard form and is at the standard rate adopted February 1, 1977.

Easements and Surface Leases Nos. 4495 - 4512

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4495	Texas Electric Service Company (renewal of 2492)	Surface Lease (electric substation)	Crane	30	.69 acre	11/1/77- 10/31/87	\$ 1,500.00 (full)
4496	Shell Oil Company	Surface Lease (cathodic protection unit)	Hudspeth	L	.086 acre	10/1/77- 9/30/87	150.00 (full)
4497	Cap Rock Electric Cooperative, Inc. (renewal of 2328)	Power Line	Reagan	10	85 rds. power line	1/1/77- 12/31/86	150.00 (min.)
4498	Atlantic Richfield Company (renewal of 2494)	Pipe Line	Andrews	13	200 rds. 2-3/8 inch	11/1/77- 10/31/87	500.00
4499	Atlantic Richfield Company (renewal of 2493)	Pipe Line	Crane, Ector	35	1,246 rds. various size	11/1/77- 10/31/87	3,115.00
4500	Gulf Oil Corporation (renewal of 2409)	Pipe Line	Crane	31	329 rds. 4 inch	5/1/77- 4/30/87	822.50
4501	Phillips Petroleum Company (renewal of 2489 and 2490)	Pipe Line	Andrews	4,10, 11,12	1,769.4 rds. various size	10/1/77- 9/30/87	5,153.20
4502	Phillips Petroleum Company (renewal of 2581)	Pipe Line	Andrews	4,5	151.2 rds. 2-3/8 inch	11/1/77- 10/31/87	378.00

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Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4503	Sun Production Company (renewal of 2410)	Pipe Line	Andrews	13	68.91 rds. 4 inch	4/1/77- 3/31/87	\$ 172.28
4504	Decalta International Corporation (renewal of 2441)	Pipe Line	Andrews	13	277.9 rds. 3½ inch	8/1/77- 7/31/87	694.75
4505	Shell Oil Company (renewal of 2387)	Pipe Line	Andrews	1	161.03 rds. 2½ inch	4/1/77- 3/31/87	402.58
4506	Western Counties Gas Co., Inc.	Pipe Line	Ward	16	509.71 rds. 4½ inch	10/1/77- 9/30/87	1,529.13
4507	Fin-Tex Pipe Line Company	Pipe Line	Crockett	47	1,267.03 rds. 4½ inch	10/1/77- 9/30/87	3,801.09
4508	Estoril Producing Corporation	Pipe Line	Andrews	7	266.16 rds. 2-7/8 inch	8/1/76- 7/31/86	798.48
4509	Lone Star Gas Company of Texas, Inc. and Enserch Corporation	Pipe Line	Ward	18	103.4 rds. 2 inch	7/1/77- 6/30/87	310.20
4510	Lone Star Gas Company of Texas, Inc. and Enserch Corporation	Pipe Line	Ward	18	103.5 rds. 2 inch	6/1/77- 5/31/87	310.50
4511	El Paso Natural Gas Company (renewal of 2503 and 2504)	Pipe Line	Andrews	1,9	1,379.80 rds. 16 inch 10.164 rds. 4½ inch	4/1/78- 3/31/88	4,854.71
4512	Texas Electric Service Company (renewal of 2507)	Power Line	Winkler	21	1,662 rds. H frame	12/1/77- 11/30/87	4,155.00

2. Permanent University Fund: Recommendation for Settlement in Part of Boundary Conflict Between a Portion of Block L, University Lands, and the San Elizario Grant, El Paso County, Texas.--The boundary conflict between Block L, University Lands, and the San Elizario Grant is a matter of longstanding history and was previously the subject of a 1901 lawsuit in the District Court which defined the boundary line between the University's ownership and private ownership as a line delineating the "foot of the hills." It should be pointed out that the survey of Block L, University Lands, is junior in point of time to that of the San Elizario Grant which is the senior survey. During the intervening period of years, various owners of property out of the San Elizario Grant have proceeded to encroach upon Block L, University Lands, and have constructed various improvements on the area in controversy.

In an effort to settle this longstanding boundary conflict, the Board of Regents in 1972 authorized a resurvey of the entirety of Block L, which was performed by Freese, Nichols & Esmond, Consulting Engineers of Odessa, Texas. Copies of the Surveyor's Report, Field Notes and plats were officially filed and approved by the Commissioner of the General Land Office as required by law on September 7, 1973. Each of the land owners that had been encroaching upon Block L, University Lands, has agreed that the survey prepared by Freese, Nichols & Esmond is correct and have offered to settle their various boundary claims by either obtaining a lease of the area in question from the Board of Regents or have offered to exchange property which they own out of the San Elizario Grant for property owned by the Board of Regents out of Block L, University Lands. In each of the fact situations where an exchange of property has been proposed, the University has ascertained that the value of the respective tracts of land is approximately equal.

The Executive Director for Investments, Trusts and Lands and the University Land Agent recommend the exchange of property with George Eads covering approximately 2.670 acres out of Tract 3, Block 47, San Elizario Grant, in El Paso County, Texas, in exchange for approximately 2.669 acres out of Sections Seven (7) and Eight (8), Block L, University Lands, El Paso County, Texas.

The exchange of property involves the surface only with the University retaining its mineral interest in Block L, and Mr. Eads retaining his respective mineral interest out of the San Elizario Grant with each party waiving the rights of ingress and egress to the surface for the purpose of mineral development.

II. TRUST AND SPECIAL FUNDS

A. GIFTS, BEQUESTS AND ESTATES

1. Dallas Health Science Center - Recommendation for Establishment of Distinguished Lectureship in Medical Psychology (No Publicity).
--The Administration recommends that, in accordance with wishes of Trustees of the Foundation, \$20,000 out of unrestricted funds previously given to the Dallas Health Science Center by the Harry S. Moss Foundation of Dallas be used to endow and establish the Distinguished Lectureship in Medical Psychology.
2. Galveston Medical Branch (Galveston Medical School): Recommendation to Accept Charitable Remainder Unitrust.--The Administration recommends acceptance of the J. Fredrick Mullins, M.D., Charitable Remainder Unitrust with an initial gift by Dr. Mullins, former Chairman of the Department of Dermatology at the Galveston Medical School, of common stocks, municipal bonds and 23,000 ounces of silver presently worth approximately \$250,000.00.

During his lifetime, Dr. Mullins will be paid the lesser of the net income of the trust or 6% of the annual fair market value of the principal. If income in any year is more than 6%, the excess will be paid to Dr. Mullins to the extent of any deficiencies in prior years. Upon his death, the same payments will be made, divided equally, to his two children, Lisa M. Reynolds (birthdate June 20, 1956) and J. Fredrick Mullins, Jr., (birthdate April 18, 1958) and then to the survivor. Upon the death of the last life beneficiary, the income will be used for the Galveston Medical Branch Department of Dermatology.

This trust was accepted in principle by the Board of Regents at its June 10, 1977, meeting.

3. U. T. Austin - Recommendation to Establish Professorship in Vertebrate Paleontology.--President Rogers and System Administration report that gifts in the amount of \$55,757 have been received, together with firm pledges that should bring the endowment to approximately \$108,000 by the end of 1978, for the John A. Wilson Professorship in Vertebrate Paleontology in the Department of Geological Sciences and recommend the establishment of the Professorship.

B. REAL ESTATE MATTERS

1. U. T. Austin - Robert T. Clark, Jr. Scholarship Fund - Recommendation for the Sale of Land in Bexar County to Mr. R. E. Green.

Recommendation

System Administration recommends the sale of a portion of Lot 1, Block 31, Unit 4, Rollingwood Estates in Bexar County, Texas, to Mr. R. E. Green for \$2,000.00 cash. The purchaser will pay all costs of closing the transaction.

Background Information

The tract to be sold, containing approximately 2,222 square feet, was the gift of Dr. Lucy Austin Clark and was accepted by the Board of Regents on July 29, 1977. The property is a part of a subdivision which was dedicated about twenty years ago, but for which the streets and utilities were never installed. Consequently, the tract is not served by utilities and has no road frontage. It lies a short distance outside the northwestern city limits of the City of San Antonio.

2. U. T. Austin - Hinds-Webb Fund - Recommendation for Extension Lease Covering 4.942 Acres, Travis County, Texas

Recommendation

System Administration recommends the extension of lease to C. B. Smith, Sr. covering 4.942 acres at the northeast corner of Airport Boulevard and North Lamar, Austin, Travis County, for a period of twenty years, commencing January 1, 1990. Annual rental is to be 10% of the appraised value of the land at that time and is to be adjusted each five years by the increase, if any, in the Consumer Price Index. All improvements would become the property of the University upon termination of the lease.

Background Information

The premises were formerly owned by Dr. Walter Prescott Webb, who leased a total of 7.45 acres to Mr. C. B. Smith, Sr. for a term of thirty years, commencing January 1, 1960. Upon his death, Dr. Webb left the land to his wife, Terrell Webb, for her life and then to his daughter, Mildred Bugg, for her life, with the remainder to the University for benefit of the Hinds-Webb Fund. In December, 1976, Mrs. Webb, Mrs. Bugg, and Mr. Smith conveyed their interest in 2.508 acres to the Board of Regents to endow the Walter Prescott Webb Chair in History. Subsequently, Mr. Smith acquired the interest of Mrs. Webb and Mrs. Bugg in the remaining 4.942 acres. The University continues to own a remainder interest in this tract, upon which Mr. Smith now desires to extend his lease. The proposed extension will provide Mr. Smith with a term sufficient to obtain financing for development of the tract.

3. U. T. Austin - Archer M. Huntington Museum Fund - Recommendation for Revision of Sales Agreement with Gulf Coast Waste Disposal Authority.--On January 31, 1977, a Special Committee of the Board of Regents approved the sale of 450 acres of land in the Samuel C. Bundick League, Galveston County, to Gulf Coast Waste Disposal Authority for \$3,000.00 per acre, subject to the Purchaser obtaining governmental approval for its proposed uses of the tract. This action was reported to the Board at its meeting on April 15 and subsequently a Sales Agreement dated May 24 was executed. The Sales Agreement and the Purchaser's earnest money of \$45,000.00 were placed in escrow. By the terms of the Agreement, the Purchaser was given six months within which to obtain its approvals. The Agreement also provided for a six-month extension of this period, upon the payment into escrow of an additional \$11,250.00. If the approvals have not been granted by the end of the second six months, the Purchaser may either proceed with closing or forfeit \$11,250.00 of the earnest money.

The Purchaser plans to operate a land farm for disposal of sludge on the northernmost 250 acres of the tract and to use the southern 200 acres for the disposal of solid waste from local industries. All necessary permits for the former use have been obtained, but the recent reorganization of the State water resource agencies has delayed the approval process with respect to the 200-acre southern tract. The Purchaser expects to obtain this final permit within the next few months and has paid the \$11,250.00 required to extend closing for six months until May 24, 1978.

The Purchaser has now requested that the Sales Agreement dated May 24, 1977, be amended in the following manner:

- a. The property be divided into a northern tract of 250 acres and a southern tract of 200 acres;
- b. The contingency with respect to the acquisition of the 250-acre tract be removed, with the purchaser being obligated to close this acquisition on or before May 24, 1978; and
- c. The acquisition of the 200-acre tract would remain contingent upon the receipt by the Purchaser of necessary governmental permits.

The Purchaser desires this change in order to simplify its application for the permit on the 200-acre tract. Inasmuch as the Purchaser intends to operate the two tracts as separate facilities, the proposed division will also facilitate its bond sale through which the acquisition is to be financed and will provide for simpler internal accounting and organization.

The 250-acre tract is considerably lower in average elevation than the 200-acre tract and consequently has a lower value. The proposed change benefits the University in that it removes the contingency regarding the sale of a relatively undesirable tract at a favorable price without affecting the likelihood of selling the remaining 200 acres. Therefore, System Administration recommends that the Sales Agreement dated May 24, 1977, between the Board of Regents and Gulf Coast Waste Disposal Authority be amended to:

- a. Divide the land to be sold into a 250-acre northern tract and a 200-acre southern tract; and
- b. Remove the contingency associated with the closing of the northern tract.

4. U. T. Austin - Archer M. Huntington Museum Fund - Recommendation for Oil and Gas Lease to Superior Oil Company on 6.1 Acres, Samuel C. Bundick League, Galveston County.--The Administration recommends acceptance of a proposal from Superior Oil Company for an oil and gas lease on two small tracts comprising approximately 6.1 acres of the Huntington Land, Samuel C. Bundick League, Galveston County, for bonus of \$2,500 (\$410 per acre), 1/5th royalty, \$10 per acre annual delay rental, and 3-year primary term. These two tracts adjoin a tract of 120 acres leased earlier this year to Mitchell Energy Corporation by Texas City Terminal Railway Company, under which the University owns one-half of the minerals. Superior and Mitchell are partners in the block of leases being assembled.

5. U. T. Austin - J. Marion West Chair for Constructive Capitalism - Recommendation for Agricultural Lease of Land in Fort Bend County to Mr. Joe Rodriguez.

Recommendation

System Administration recommends the lease for agricultural purposes of 130.387 acres in the William Andrews League, Fort Bend County, Texas, to Mr. Joe Rodriguez for a term of one year commencing January 1, 1978, at a rental of \$1,200.

Background Information

This property was conveyed to the Board of Regents by deed dated February 23, 1977, by the J. M. West Texas Corporation. The property was appraised in 1975 at \$326,000 as a potential light industrial site. However, the tract lies in the Brazos River flood plain and current regulations prevent construction of permanent buildings. Unless these restrictions are removed, the tract is suitable for agricultural use only. The value for such use is deemed to be considerably less than \$1,000 per acre. The proposed lease is recommended as an interim use and will contain a provision for early cancellation by the University.

6. U. T. El Paso - Josephine Clardy Fox Estate - Recommendation for Lease to O. J. Benitez at 5010 East Paisano, El Paso.

Recommendation

System Administration recommends the lease of 20,006 square feet of land in Block 42 of the Clardy Fox Addition to the City of El Paso, known as 5010 East Paisano, to Mr. O. J. Benitez for a term of three years commencing December 1, 1977, at a rental of \$416.66 per month. The Lessee would also be granted an option to renew for an additional two years at a rental to be agreed upon, and would lease an adjacent 7,760 square feet on a month-to-month basis at \$75.00 per month.

Background Information

Mr. Benitez has operated a used car business upon the premises for a number of years. His most recent lease, which expired November 30, 1977, provided for a monthly rental of \$275.00 on the larger tract and \$50.00 on the smaller. The proposed rental of \$416.66 on the large tract is a 9.8% return on its value. The American Automobile Association, which leases the building at 5030 East Paisano, has an option to lease the smaller tract for additional parking. The proposed month-to-month arrangement with Mr. Benitez is expected to be a temporary use, as AAA has indicated that it will exercise its option within the next few months.

III. OTHER MATTERS

PUF and Trust and Special Funds: Report of Securities Transactions for the Months of September and October 1977.--In accordance with present procedure, the report of securities transactions for the Permanent University Fund and Trust and Special Funds for the months of September and October 1977 were mailed on November 22, 1977, by Secretary Thedford to the members of the Board of Regents. If any questions regarding this report have been submitted, the Secretary will so report at the meeting of the Land and Investment Committee.

L & I Brief - 12/16/77

Land & I Committee
Report — Dallas

I. Permanent University Fund

A. Investment Matters

Item 1, page 3, is a report on clearances of monies to the Permanent University Fund for the month of October, 1977, and year to date cumulative figures. Total clearances for the year to date amount to \$12,567,000, an increase of 10% over the previous year. Oil royalties of \$5,933,000 are slightly lower while gas royalties of \$5,925,000 are up over the previous year. Acreage under oil and gas leases totals 952,738 with 360,333 producing acres.

Item 2, page 4, is a report on Permanent University Fund Investments for the fiscal year ending August 31, 1977. Book value of Permanent University Fund investments of \$946,000,000 on August 31, 1977, is up \$91,472,000 from the previous year, an increase of 10.7% and earnings on Permanent University Fund investments for the 1976-77 fiscal year of \$53,882,000 are up \$6,748,000 over the previous year, an increase of 14.3%. Secretary Thedford has mailed the Permanent University Fund Investment Report to you; and I move that the formal report be approved so that it can be distributed to the Governor, *all* members of the Legislature and other State officials.

B. Land Matters

Item 1, on pages 5 and 6, lists several easements and surface leases which have been approved as to content by appropriate University officials and are at standard rates and on the University's standard forms.

I move approval of these land matters and without objection, they stand approved.

Item 2, page 7, is a recommendation for settlement of boundary conflict between a portion of Block L, University Lands, and the San Elizario Grant, El Paso County, Texas. This is a longstanding boundary conflict and the Board of Regents in 1972 authorized a resurvey to be performed by Freese, Nichols and Esmond, Consulting Engineers. This survey verifies that Mr. Eads has encroached on Block L and constructed various improvements. To settle this conflict Mr. Eads is granting to the University 2.670 acres in exchange for 2.669 acres of University Land.

II. Trust and Special Funds

A. Gifts, Bequests and Estates

Item 1, page 8, is a recommendation for establishment of a Distinguished Lectureship in Medical Psychology at the Dallas Health Science Center with \$20,000 of unrestricted funds previously given to the Dallas Health Science Center by the Harry S. Moss Foundation of Dallas.

I move establishment of this Lectureship and without objection, it stands approved.

Item 2 is a recommendation to accept the J. Fredrick Mullins, M.D., Charitable Remainder Unitrust for the Galveston Medical School. Dr. Mullins, former Chairman of the Department of Dermatology at the Galveston Medical School, is making an initial gift of about \$250,000 in stocks, municipal bonds and 23,000 ounces of silver. During his lifetime, Dr. Mullins will be paid the lesser of the net income of the trust or 6% of the fair market value of the principal and upon his death the same payments will be made to his two children, Lisa Reynolds and J. Fredrick Mullins, Jr.. Upon the death of the last life beneficiary, the income will be used for the Galveston Medical Branch, Department of Dermatology.

I move acceptance of this Trust and without objection, it stands approved.

Item 3 is a recommendation to establish the John A. Wilson Professorship in Vertebrate Paleontology at U. T. Austin. Dr. Rogers reports that gifts of \$55,757 have been received along with firm pledges which would bring the endowment to \$108,000 by the end of 1978.

I move approval and if there are no objections, this stands approved.

B. Real Estate

Item 1 is a recommendation for sale of part of a lot containing 2,222 square feet in Rollingwood Estates outside the City of San Antonio. This proposed subdivision was never developed and is not served by city utilities, and the lot has no road frontage.

I move approval of this sale and if there are no objections, it stands approved.

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Inman?

Item 2, page 9, is a recommendation for a 20-year extension from January 1, 1990, of a lease to Mr. C. B. Smith covering 4.942 acres at the northwest corner of Airport Boulevard and North Lamar. The University owns the remainder interest in this property now leased to Mr. Smith through December 31, 1989. Under the terms of the agreement with Mr. Smith, he, beginning January 1, 1990, will pay to the University rentals equal to 10% of the appraised value of the property with rental adjusted each five years thereafter by the increase if any in the consumer price index. At the expiration of the lease, improvements on the property revert to the University. I move we approve this lease extension to Mr. Smith and without objection, it stands approved.

Item 3, pages 9 and 10, is a recommendation for revision of sales agreement with Gulf Coast Waste Disposal Authority on 450 acres in Galveston County, Texas, a part of the Archer M. Huntington Museum Fund for U. T. Austin. The purchaser desires to use the northernmost 250 acres of the tract for landfill for the disposal of sludge and the southern 200 acres for disposal of solid waste from local industries. Gulf Coast has the necessary permits from governmental agencies to operate the sludge disposal landfill on the 250 acres and desires to go ahead and close on this portion of the sale. The remaining 200 acres is of higher elevation and therefore somewhat more valuable, and Gulf Coast Waste Disposal Authority has not at this time received the permit for its usage. The System Administration recommends that the May 25, 1977, Sales Agreement be amended to:

- (a) Divide the land to be sold into a 250 acre tract and a 200 acre tract, and
- (b) Remove the contingency associated with the closing of the northern tract.

I move approval of the suggested amendments to the lease and without objection, it stands approved.

Item 4 is a recommendation for oil and gas lease to Superior Oil on 6.1 acres, Galveston County, Texas, a part of the Archer M. Huntington Museum Fund for U. T. Austin. Lease terms include \$410 per acre bonus, 1/5 royalty, \$10 per acre annual delay rental with a 3-year primary term.

I move approval and if there are no objections, it stands approved.

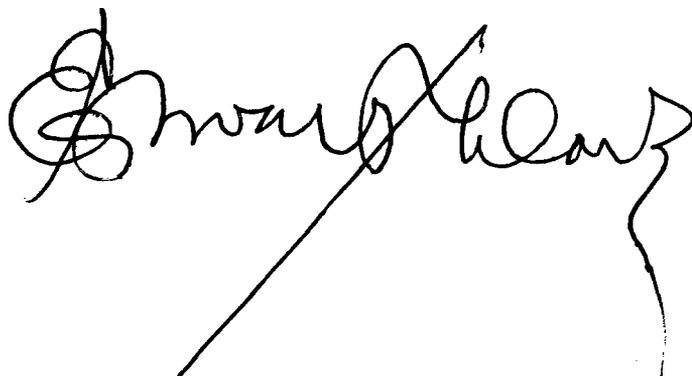
Item 5, page 11, is a recommendation for a one year agricultural lease to Mr. Joe Rodriguez on 130.387 acres in the William Andrews League, Fort Bend County, Texas, for \$1,200. This property was conveyed to the University in February, 1977, for the Marion West Chair for Constructive Capitalism at U. T. Austin. The land was appraised in 1975 at \$326,000 as a potential light industrial site. The tract, however, lies within the Brazos River flood plain and current regulations prevent construction of permanent buildings, and the land is worth considerably less for agricultural purposes.

I move we approve the one year lease to Mr. Joe Rodriguez and if there are no objections, it stands approved.

Item 6 is a recommendation for lease of 20,006 square feet at 5010 East Paisano in El Paso to Mr. O. J. Benitez for a term of three years at \$416.66 per month. This property is a part of the Josephine Clardy Fox Estate for U. T. El Paso. Mr. Benitez would also be granted an additional two year option at a price to be agreed upon. Since the preparation of the Agenda, the American Automobile Association has exercised its option on the adjacent 7,760 sq. ft. and therefore this tract will not be leased to Mr. Benitez.

I move approval of this lease and if there are no objections, it stands approved.

- III. Reports of Security Transactions for the months of September and October, 1977, for the Permanent University Fund and Trust and Special Funds have been mailed to the Board and if Miss Thedford has received any questions from the Board of Regents, she will so report.



Committee of the Whole

COMMITTEE OF THE WHOLE
Presiding: Chairman Shivers

Date: December 16, 1977
Time: Following the Meeting of the Land and Investment Committee
Place: Cafeteria, Founders Building North
U. T. Dallas

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I. SPECIAL ITEMS

A. BOARD OF REGENTS

1. Proposed Amendment to Regents' Rules and Regulations, Part One, Chapter VI, Sections 3.(11)3 and 3.(11)4 [Student Conduct and Discipline]. --

RECOMMENDATION OF SYSTEM ADMINISTRATION

It is recommended by System Administration that the Regents' Rules and Regulations, Part One, Chapter VI, Sections 3.(11)3 and 3.(11)4 with respect to Student Conduct and Discipline be amended to read as follows:

"3.(11)3 Either the Dean of Students or the accused student may appeal the decision to [~~the-Board~~] the President of the System through the chief administrative officer of the institution. [~~and-the-President-of-the-System.~~] The decision will be reviewed at each level of such appeal upon the basis of the written transcript of the hearing. Arguments either against or in support of the Decision will be considered by the reviewing authority and, at the discretion of such authority, will be presented in writing rather than orally."

"3.(11)4 The chief administrative officer of the institution[7] or the President of the System [~~or-the-Board~~] may approve, reject, or modify the decision in question, or may require that the original hearing be reopened for the presentation of additional evidence and reconsideration of the decision. The action of each reviewing authority shall be communicated in writing to the accused student and the Dean of Students. The decision of the President of the System shall be the final appellate review.

2. Special Committee - Membership: Committee on U. T. Relations with Hermann Hospital. --After the meeting of the Board of Regents on November 11, 1977, Chairman Shivers named the following to a Committee on U. T. Relations with Hermann Hospital:

Regent Thos. H. Law (Chairman)
Regent Sterling H. Fly, Jr.
Regent Jess Hay
President E. D. Walker

B. U. T. SYSTEM

3. Proposed 1978-79 Budget Policies and Limitations. --

RECOMMENDATION OF SYSTEM ADMINISTRATION

It is recommended by System Administration that the following policies and limitations be adopted for the preparation of the 1978-79 Budget:

PROPOSED

1978-79 BUDGET POLICIES AND LIMITATIONS

for General Operating Budgets, Auxiliary Enterprises, Contract Areas, Current Restricted Funds, and Service and Revolving Fund Activities

Chief Administrative Officers are to write the "first" draft of their operating budgets conservatively, utilizing the following policy items.

1. Over-all budget totals, including reasonable reserves, must be limited to the funds available for the year from:
 - a. General Revenue Appropriations,
 - b. Estimates of Local Income, and
 - c. Limited use of Institutional Unappropriated Balances.
2. The recommendations for salary increases for both teaching and non-teaching personnel are subject to the current regulations and directives included in the General Appropriations Bill. Article IV, Section 32, of H.B. 510 reads as follows:

Sec. 32. This section shall apply to those agencies of higher education not covered by Section 1, Article V, of this Act. Funds are provided in the appropriations made to those agencies covered by this section in sufficient amounts to permit annual salary increases of 3.4% in fiscal 1978 and 3.4% in fiscal 1979. Such increases shall be granted to all employees making less than \$12,000 annually as of August, 1978, and may be granted to employees making \$12,000 or more as of August, 1978. It is expressly provided that institutional administrators may grant merit salary increases to employees whose job performance and productivity is consistently above that normally expected or required.

3. Selective merit salary advances may be provided for the faculty and professional staff. In the case of faculty, merit advances or advances in rank are to be on the basis of teaching effectiveness. This policy relating to faculty salary increases applies to ~~all fund sources.~~ *research and service.*
4. New faculty positions are to be based on conservative estimates of enrollment increases. Total faculty staffing should be reviewed in terms of planned increases in work load.
5. Merit salary advances for classified personnel in accordance with the Personnel Pay Plan policies approved by the Board may be given only to individuals who will have been employed by the institution for at least six months as of August 31, 1978.

and

6. New classified positions are to be requested only where increased work load justifies.
7. Maintenance, Operation, and Equipment items should be based only on such amounts as are needed. Increases are not to exceed amounts budgeted in 1977-78 except as related to increased work load, to new programs, or to newly developing institutions.
8. Travel funds are to be shown as separate line items.
9. All requests for Special Equipment must be supported with detailed descriptions and justifications.
10. For U. T. Austin, the base budget is to be drafted excluding utilization of the Available University Fund.
11. Maximum Salary Limitations (Medical Units - 12 Months Basis) for implementation beginning September 1, 1978:

<u>Rank</u>	<u>Maximum State Salary Rates</u>	<u>Maximum Remuneration</u>
Professor and Chairman	\$ 54,000	\$ 81,000
Professor	51,500	77,250
Associate Professor	46,000	69,000
Assistant Professor	41,000	61,500
Instructor	34,500	51,750

Remuneration may be paid to ranked faculty from multiple fund sources including general budget funds, contract funds, gift funds, etc., subject to maximum limitations approved by the Board of Regents.

Remuneration may include professional income earned and deposited in the institutional trust fund account or other unrestricted trust or grant funds. Maximum remuneration is limited to fifty percent above the maximum State salary rate, by rank, except that in "Exceptional Situations" the limit is not to exceed sixty percent with the approval of the President of the Institution, or 75 percent with the approval of the U. T. System President.

1978-79 OPERATING BUDGET CALENDAR

December 16, 1977	Board Approval of Policies
March 15, 1978	<u>Four</u> Draft Copies of budgets due to System Administration (including supplemental data)
April 3, 1978	Budget Hearings with System Administration
May 1, 1978	Thirty Copies of Budgets due to System Administration (with adjusted supplemental data as applicable)
June 1, 1978	Budgets mailed to Board of Regents
June, 1978	Regents' Budget Meeting

C. U. T. ARLINGTON, U. T. AUSTIN, U. T. DALLAS, U. T. EL PASO, U. T. PERMIAN BASIN, U. T. SAN ANTONIO, DALLAS HEALTH SCIENCE CENTER, GALVESTON MEDICAL BRANCH, SAN ANTONIO HEALTH SCIENCE CENTER

4. Proposed Parking and Traffic Regulations. --Below is a Xerox copy of System Administrations' recommendation:

System Administration recommends approval by the Board of Regents of the Parking and Traffic Regulations promulgated by U. T. Arlington, U. T. Austin, U. T. Dallas, U. T. El Paso, U. T. Permian Basin, U. T. San Antonio; U. T. Health Science Center, Dallas, U. T. Medical Branch, Galveston, and U. T. Health Science Center, San Antonio.

These have been approved as to content by the President of the System, and as to form by the Office of General Counsel. Copies have heretofore been furnished to members of the Board of Regents.

D. U. T. AUSTIN

5. Recommendation for Appropriation from Available University Fund for Merit Scholarships and Graduate Student Research During the 1977-78 Fiscal Year. --

RECOMMENDATION

System President Walker concurs with President Rogers' recommendation that \$100,000 be appropriated from the Available University Fund for Merit Scholarships (\$50,000) and Graduate Student Research (\$50,000) for U. T. Austin during the 1977-78 fiscal year.

One of the essential factors in maintaining quality and vitality in the undergraduate and graduate programs is the ability to provide financial support for outstanding students and for those activities which are an integral part of their academic programs.

Funds for Merit Scholarships will enable us to bring to this campus many of the finest undergraduates in the State of Texas - students who all too often are induced to leave the State or to attend universities elsewhere. Each year several other institutions in the State show a higher percentage of Merit Scholars in the student body than we do. Funds for graduate student research will enable us to assist graduate students in meeting the cost of the scholarly work and research activity which is the basis for a thesis or dissertation.

6. Request for Authorization to Play in Cotton Bowl and Estimated Budget Therefor. --

II. DEVELOPMENT MATTERS

A. U. T. SYSTEM

1. Proposed Reappointments to the Board of Directors of The University of Texas Foundation, Inc. -- The Board of Directors of The University of Texas Foundation, Inc., recommends that the individuals listed below, whose terms expire on December 31, 1977, be reappointed to the Board of Directors of the U. T. Foundation to terms which will expire on December 31, 1980:

Mr. Rex G. Baker, Jr., Sugar Land
Mr. Marvin K. Collie, Houston
Mr. Jack S. Josey, Houston
Mr. E. G. Morrison, Austin
Mr. Preston Shirley, Galveston

If these nominees are approved and accept, their names will be reported at the February meeting of the Board of Regents together with the full membership of the Board of Directors of The University of Texas Foundation, Inc.

B. U. T. AUSTIN

2. Additional Proposed Nominee to the Marine Science Institute Advisory Council. -- On November 11, 1977, the Board of Regents ratified the System Administration Committee approval of the initial nominees to the Marine Science Institute Advisory Council. Three of those nominees have declined to serve, and President Rogers recommends with the concurrence of System Administration that Mr. Louis Castelli be approved as an additional nominee to that Advisory Council. Mr. Castelli is the Manager of Exploration Services Center, Mobil Oil Exploration and Producing Services, Inc., and has an extensive background in ship operations.

It is requested that no publicity be given this nomination until the full membership of this Advisory Council is reported for the record.



THE UNIVERSITY OF TEXAS SYSTEM

Office of the Chancellor

601 COLORADO STREET, AUSTIN, TEXAS 78701

December 2, 1977

MEMORANDUM

TO: Dr. LeMaistre

FROM: Art Dilly *AD*

SUBJECT: Acceptance by an Additional Nominee to the Houston Health Science Center Foundation Board of Directors since the Item for the Record was submitted

Mr. Robert Parker, who was approved as a nominee on November 11, 1977, has accepted membership since this item was submitted to Miss Thedford. Miss Thedford suggests that, when this item is considered by the Board, you say something to the effect that:

Since this list was submitted for inclusion in the MSA, an additional approved nominee, Mr. Robert Parker, has accepted membership, and I would recommend that his name be included in the reported membership of the Houston Health Science Center Foundation Board of Directors.

AHD:mg

cc: Miss Betty Anne Thedford
Mr. Charles Franklin
Mrs. Judy Johns

MEMORANDUM

TO: Miss Betty Anne Thedford
FROM: Art Dilly 
SUBJECT:

DATE December 7, 1977

You will recall that Mr. Austin's name was included in the Item for the Record, and Dr. LeMaistre will, at the meeting, request that the item be amended to include the name of Mr. Parker.

AHD:mg

attachment

cc: Development Office

**The University of Texas
Health Science Center at Houston**

P. O. Box 20036
Houston, Texas 77025
(713) 792-4975

Office of the President

December 1, 1977

CHANCELLOR'S OFFICE U. of T.	
Acknowledged.....	File.....
DEC 1 1977	
To.....	For Info and Return
To.....	Please Advise Me
To.....	Please Handle

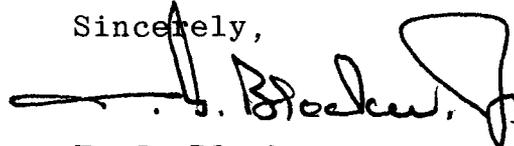
Charles A. LeMaistre, M.D.
Chancellor
The University of Texas System
601 Colorado
Austin, Texas 78701

Dear Chancellor LeMaistre:

Confirming our conversation of Tuesday, November 29, with Mr. Dilly, Mr. Robert Parker and Mr. Harry G. Austin have accepted our invitation to serve on the Development Board for the Health Science Center at Houston.

It is my understanding that you will add their names to those submitted on November 16, for confirmation by the Regents.

Sincerely,



T. G. Blocker, Jr., M.D.
President

TGB/ba

cc: President E. D. Walker
Mr. Arthur H. Dilly

C. HOUSTON HEALTH SCIENCE CENTER

3. Membership of the Houston Health Science Center Foundation Board of Directors (Also Serves as Development Board). --

On September 12, 1975 and November 11, 1977, the Board of Regents approved nominees for membership on the Board of Directors of the Houston Health Science Center Foundation. As set forth in regental action of September 20, 1974, and confirmed in action taken at this meeting regarding the amended Bylaws of the Houston Health Science Center Foundation, this group also serves as the Development Board of the Houston Health Science Center. The current membership is set out below. The name preceded by an asterisk was approved on November 11, 1977, and the remaining names were approved on September 12, 1975:

Mr. Evans Attwell
*Mr. Harold G. Austin
Mr. Hugh Q. Buck
Mr. Harold Decker
Mr. John H. Duncan
Mr. Kraft W. Eidman
Mr. W. N. Finnegan, III
Mr. Joe F. Flack
Mr. Robert G. Greer
Mr. Wayne Hightower
Mr. John B. Holmes, Jr.
Mr. Frank Horlock
Mr. Jack Josey
Mrs. Mavis Kelsey
Mr. George F. Kirby
Mr. Earl Loggins
Mr. Ed Randall, III
Mr. Pat R. Rutherford, Jr.
Mrs. W. R. (Randy) Smith
Mr. Robert Stewart, Jr.
Mr. Raybourne Thompson, Sr.
Mr. Gail Whitcomb
Mr. Gene Woodfin

III. SCHEDULED MEETINGS AND EVENTS. --Below is a schedule of meetings and events. The Board of Regents has previously scheduled the following meetings:

February 9-10, 1978, in Odessa
 April 6-7, 1978, in Galveston
 June 8-9, 1978, in Austin

Holidays Scheduled

Dec. 22-23, 26-27, 1977
 January 2, 1978
 March 2, 1978
 March 24, 1978 (1/2 day)
 May 29, 1978
 July 4, 1978

Other Events

Jan. 2, 1978 U. T. Austin v. Notre Dame
 in COTTON BOWL
 Jan. 26, 1978 Dedication of Business Building at U. T. Arlington
 Feb. 26-28, 1978 Coordinating Board Conference for New Members of Governing Boards - San Antonio, Texas
 April 6, 1978 Dedication of John Sealy Hospital and Child Health Center at Galveston

1977

DECEMBER						
S	M	T	W	T	F	S
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1978

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FEBRUARY							AUGUST						
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APRIL							OCTOBER						
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30													
MAY							NOVEMBER						
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28	29	30	31										
JUNE							DECEMBER						
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18	19	20	21	22	23	24	24	25	26	27	28	29	30
25	26	27	28	29	30								31

COMMITTEE OF THE WHOLE
Supplemental Material
December 16, 1977

Page
C of W

I. SPECIAL ITEMS

D. U. T. AUSTIN

- 6. Estimated Budget for Cotton Bown Game and Schedule of Extra Compensation for Certain Members of the Athletics Staff (Page C of W - 6)**

Below

Documentation

- 6. U. T. AUSTIN: ESTIMATED BUDGET FOR COTTON BOWL GAME ON JANUARY 2, 1978, AND SCHEDULE OF EXTRA COMPENSATION FOR CERTAIN MEMBERS OF THE ATHLETICS STAFF. -- President Walker concurs in the recommendation of President Rogers, that the following Estimated Budget and Schedule of Extra Compensation for Certain Members of the athletics staff in connection with the Cotton Bowl game of January 2, 1978 between The University of Texas at Austin and Notre Dame University be approved. This schedule conforms to the policy adopted by the Board of Regents on October 6, 1962.**

1. Estimated Budget for Cotton Bowl Game

Estimated Income

Direct Income from Cotton Bowl Association	\$150,000
Postage Income	1,000
Divided Surplus from Southwest Athletic Conference Participation in Cotton Bowl	<u>90,000</u>
	\$241,000

Estimated Expenditures

Salary Supplement	\$35,000
Squad Travel	15,000
Staff Travel	3,500
Meals	8,500
Hotel	7,000
Squad per diem	7,000
Dormitory Costs	6,000
Transportation in Dallas	1,500
Administration Accommodations	1,000
Additional Event Costs	3,000
Awards	18,000
Unallocated Funds	5,000
Complimentary Tickets	8,500
Band & Cheerleaders	29,000

Sports Information Travel & Expense 500
 Photography 1,500

\$150,000

2. Schedule for Extra Compensation for Certain Members of the Athletics Staff

	<u>Salary</u>		
Darrell K. Royal, Athletic Director	\$50,000.00	8%	\$ 4,000.00
Billy M. Ellington, Assistant Athletic Director	29,000.00	8%	2,320.00
Fred S. Akers, Head Football Coach	45,000.00	8%	3,600.00
Kenneth D. Dabbs, Assistant Football Coach	22,000.00	8%	1,760.00
R. Leon Fuller, Assistant Football Coach	27,000.00	8%	2,160.00
Charles W. Lee, Sr., Assistant Football Coach	24,000.00	8%	1,920.00
Alan D. Lowry, Assistant Football Coach	19,000.00	8%	1,520.00
W. Leon Manley, Assistant Football Coach	27,500.00	8%	2,200.00
David L. McWilliams, Assistant Football Coach	23,000.00	8%	1,840.00
Michael Parker, Assistant Football Coach	23,000.00	8%	1,840.00
Robert B. Warmack, Assistant Football Coach	24,500.00	8%	1,960.00
Sharyl D. Decker, Senior Secretary	9,024.00	5%	451.20
Agnes B. Farrell, Administrative Secretary	11,388.00	5%	569.40
Haila F. Kaufman, Senior Secretary	9,024.00	5%	451.20
Beryl R. Lawson, Administrative Secretary	13,452.00	5%	672.60
William L. Little, Information Writer III	14,868.00	5%	743.40
Albert H. Lundstedt, Business Manager	22,000.00	5%	1,100.00
Frank E. Medina, Trainer	18,000.00	5%	900.00
Jones W. Ramsey, Sports Information Director	18,700.00	5%	935.00
Alfred R. Rochs, Associate Business Manager	18,804.00	5%	940.20
Harold L. Simpson, Stores Clerk III	9,648.00	5%	482.40
Sandra S. Singleton, Senior Secretary	8,724.00	5%	436.20
Michael L. Stephens, Assistant Trainer	15,500.00	5%	775.00
Glen T. Swenson, Athletic Facilities Supervisor	18,300.00	5%	<u>915.00</u>
			\$34,491.60

Committee of the Whole
Executive Session

COMMITTEE OF THE WHOLE - EXECUTIVE SESSION
[Pursuant to Vernon's Texas Civil Statutes
Article 6252-17, Sections 2(e), (f) and (g)]

Date: December 16, 1977

Time: Following the Meeting of the Committee of the Whole -
Open Session

Place: VIP Conference Room
U. T. Dallas

	<u>Page</u>
1. Pending or Contemplated Litigation - Section 2(e)	2
2. Land Acquisition and Negotiated Contracts - Section 2(f)	
a. U. T. System: Request for Authorization of System Administration to Acquire or Condemn for the Use of The University of Texas System the Remainder of Tracts which Is in Excess of the 80 Foot Right-of-Way Required for Relocation of Red River Street in Austin between 26th and 38th Streets and Ratification and Approval of Prior Acquisitions	2
b. Galveston Medical Branch: Acquisition*	5
c. Houston Health Science Center: Report of Committee on Relations with Hermann Hospital*	5
3. Personnel Matters - Section 2(g)	
U. T. San Antonio: Exception to Regents' <u>Rules and Regulations Concerning Nepotism</u>	5
4. Miscellaneous	
Houston Health Science Center and University Cancer Center: Proposed Additional Appropriation for Purchase of Prudential Property in Houston, Texas*	7

*Under H. B. No. 1796, these items may be discussed but no final action can be taken in view of the fact that they were not posted with the Secretary of State.

Documentation

1. Pending or Contemplated Litigation - Section 2(e)

2. Land Acquisition and Negotiated Contracts - Section 2(f)
 - a. U. T. System: Request for Authorization of System Administration to Acquire or Condemn for the Use of The University of Texas System the Remainder of Tracts which Is in Excess of the 80 foot Right-of-Way Required for Relocation of Red River Street in Austin between 26th and 38th Streets and Ratification and Approval of Prior Acquisitions.--

Background

The Board of Regents, at its meeting on December 7, 1973, approved an agreement between it and the City of Austin to relocate a part or parts of Red River Street from 18th Street to 38th Street. The Board of Regents further authorized the University Administration to employ appraisers necessary to the acquisition of the required eighty (80) foot right-of-way and upon completion of the appraisals to proceed with the acquisition of such right-of-way. (emphasis added)

The Board of Regents, at its meeting on July 25, 1975, determined that all of the tracts or parcels of land required for the relocation of Red River Street are needed for the use of The University of Texas System and further authorized the University Administration, in those situations where negotiations of the purchase of any tract or parcel of land within said eighty (80) foot right-of-way have failed, to request the Attorney General of Texas to file proceedings in eminent domain and to prosecute same to final judgment in order that the Board of Regents may obtain fee simple title to any tract or parcel of land included within said eighty (80) foot right-of-way for the relocated Red River Street, and that possession of any such tract or parcel of land be obtained at the earliest possible time. (emphasis added)

The earlier Board determination of use, and authorization of the acquisition and condemnation powers is not totally clear and a strict interpretation could lead to the conclusion that the powers are restricted to the right-of-way and would not be broad enough for the following reasons:

1. Limiting the power of acquisition and condemnation to the eighty (80) foot right-of-way restricts the negotiation position of the System regarding future purchases of tracts or parcels necessary for the Red River Street Project.

2. In some instances, appraisals indicate, and have indicated, that the taking of the right-of-way damages, and has damaged, the remainder to the extent that the acquisition cost approximates a whole taking and the System's paying the difference and obtaining fee simple title to the whole tract is economically advantageous to the System.

3. The agreement with the City of Austin includes the acquisition by the System of public and private feeder streets and appurtenances which are in excess of the eighty (80) foot right-of-way.

The proposed recommendations clarifies and, if needed, expands the System Administration's authorization to complete the Red River Street Project.

Recommendation

System Administration recommends that the Board of Regents:

1. Determine that land acquired or condemned for the relocation of Red River Street, including remainders of tracts in excess of the eighty (80) foot right-of-way, are needed for the use of The University of Texas System.
2. Authorize System Administration to acquire or condemn the remainder of tracts which is in excess of the eighty (80) foot right-of-way required for the relocation of Red River Street in Austin between 26th and 38th Streets.
3. Approve and ratify previous acquisitions of tracts and/or parcels of land in connection with the Red River Street Project, including purchases of the remainder of tracts in excess of the eighty (80) foot right-of-way. The previous acquisitions are listed in the enclosed memorandum, dated December 12, 1977, from the System Real Estate Officer to the Office of General Counsel.



THE UNIVERSITY OF TEXAS SYSTEM
Office of Investments, Trusts and Lands
210 WEST SIXTH, AUSTIN, TEXAS 78701

512/471-5781

December 12, 1977

MEMORANDUM

To: Tom Stockton
From: Tom E. Smith *JES*
Re: Red River Street Relocation Project

The following properties have been acquired in connection with subject project:

- 1) Lots Five (5) and Six (6), and a portion of Lot Seven (7), Block 3, Fellman Heights Addition, an addition in the City of Austin, Travis County, Texas.
- 2) The North 440.0 feet of the West 330.0 feet of Lot Eight (8), in the subdivision of the North one-half (1/2) of Outlot Twenty-three (23), in Division "C", in the City of Austin, Travis County, Texas.
- 3) 5093 square feet of land out of and a part of that certain tract or parcel of land known as the South 125.0 feet of the West 80.0 feet of Lot One (1), Hancock Park, a subdivision in the City of Austin, Travis County, Texas.

- 4) 1250 square feet of land out of and a part of that certain tract or parcel of land known as the "L" shaped remainder of Lot One (1), Hancock Park, a subdivision in the City of Austin, Travis County, Texas.
- 5) 2564 square feet of land out of and a part of that certain tract or parcel of land known as Lot Seven (7), Hancock Park, a subdivision in the City of Austin, Travis County, Texas.
- 6) 3006 square feet of land out of and a part of that certain tract or parcel of land known as Lots Fifteen (15) and Sixteen (16), Hancock Park, out of Outlot Twenty-two (22), Division "C", a subdivision in the City of Austin, Travis County, Texas.
- 7) 3006 square feet of land out of and a part of that certain tract or parcel of land known as Lots Twenty-four (24) and Twenty-five (25), Hancock Park, out of Outlot Twenty-two (22), Division "C", a subdivision in the City of Austin, Travis County, Texas.
- 8) 5155 square feet of land out of and a part of that certain tract or parcel of land known as Lot One (1), resubdivision of Hancock Park Annex, a subdivision in the City of Austin, Travis County, Texas.
- 9) 10,311 square feet of land out of and a part of that certain tract or parcel of land known as a part of Outlot Twenty-one (21) and Outlot Twenty-two (22), Division "C", of the governmental outlots adjoining the City of Austin, Travis county, Texas.
- 10) 3040 square feet of land out of and a part of that certain tract or parcel of land known as Lot Sixteen (16), Sunny Ridge Addition, a subdivision in the City of Austin, Travis County, Texas.
- 11) 3030 square feet of land out of and a part of that certain tract or parcel of land known as Lot Eight (8), Sunny Ridge Addition, a subdivision in the City of Austin, Travis County, Texas.
- 12) 1366 square feet of land out of and a part of that certain tract or parcel of land known as Lot One (1), Block 1, Sunny Ridge Addition, a sub-division in the City of Austin, Travis County, Texas.

Tracts 6 and 11 were acquired through eminent domain proceedings. All other parcels were acquired through negotiations with the owners.

b. Galveston Medical Branch: Acquisition. --

c. Houston Health Science Center: Report of Committee on Relations with Hermann Hospital. --

3. Personnel Matters - Section 2(g)

U. T. San Antonio: Exception to Regents' Rules and Regulations Concerning Nepotism. --

PRESIDENT FLAWN'S RECOMMENDATION



THE UNIVERSITY OF TEXAS AT SAN ANTONIO
SAN ANTONIO, TEXAS 78285
512-691-4101

OFFICE OF THE PRESIDENT

December 9, 1977

Mr. E. D. Walker
President
THE UNIVERSITY OF TEXAS SYSTEM
601 Colorado Street
Austin, Texas 78701

U.T. SYSTEM - President's Office	
REC'D	DEC 12 1977
TO _____	FOR INFO AND RETURN
TO _____	PLEASE ADVISE ME
TO _____	PLEASE HANDLE

Dear Mr. Walker:

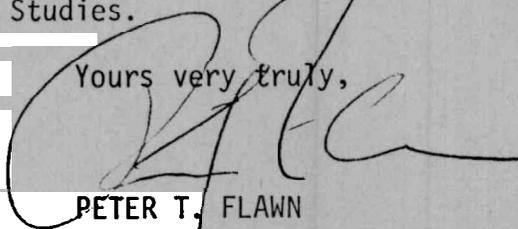
I hereby request approval of you and the Board of Regents to extend the appointment of Dr. Ruth Elaine Wagener as Visiting Assistant Professor, Division of Education, College of Multidisciplinary Studies, The University of Texas at San Antonio, from January 15, 1978, to May 31, 1978. There will be no change in the salary rate or other conditions of this appointment. The appointment will continue as a temporary one in which tenure cannot be acquired.

Our intention has always been that Dr. Wagener would continue in this capacity for the full academic year provided that the need existed for her teaching services during the second semester. This need is now apparent and approval of this request is needed.

This request would not be unusual and would not require Regental approval other than through the normal docket process were it not for the fact that Dr. Ruth Elaine Wagener's husband, Dr. James W. Wagener, has been appointed Acting President at The University of Texas at San Antonio, effective January 1, 1978, upon my departure. This circumstance, which was unforeseen

at the beginning of the academic year, now means that the Regents' Rules and Regulations concerning nepotism come into play. Therefore, I am requesting an exception to be made to Sections 5.32 and 5.42, Chapter III, Part One, of the Regents' Rules and Regulations for the coming spring semester only so that the appointment of Dr. Wagener can be extended as originally envisioned. Her services are needed in the Division of Education of the College of Multidisciplinary Studies.

Yours very truly,



PETER T. FLAWN

PTF/lkm

SYSTEM ADMINISTRATION'S RECOMMENDATION

System Administration concurs with the recommendation of President Flawn that the termination date of the existing appointment of Dr. Ruth Elaine Wagener as Visiting Assistant Professor in the Division of Education, College of Multidisciplinary Studies at The University of Texas at San Antonio, be changed from January 15, 1978, to May 31, 1978, as being in the best interest of U.T. San Antonio in providing necessary qualified instruction. The conditions of the appointment and salary will not be changed and will remain at the academic nine-month rate of \$13,000. Also, the appointment will remain as a temporary one in which tenure cannot be acquired.

This action had been intended and planned prior to the decision to name Dr. Ruth Elaine Wagener's husband, Dr. James W. Wagener, Acting President of The University of Texas at San Antonio, effective January 1, 1978. During the period of Dr. Ruth Elaine Wagener's appointment, the supervision and all administrative decisions will rest with the Dean of the College of Multidisciplinary Studies.

Sections 5.32 and 5.42, Chapter III, Part One, of the Regents' Rules and Regulations, address the issue of appointment of relatives. Section 5.32 prohibits the appointment of a relative of a U.T. administrator to a position in the System if that person would be under the administrative supervision of the administrator who is related. Section 5.42 prohibits the employment of any relative of the head of a component institution. Approval of this recommendation represents an exception to Sections 5.32 and 5.42 of the Regents' Rules. Approval will enable the originally intended appointment of Dr. Ruth Elaine Wagener as a Visiting Assistant Professor for this full academic year to be consummated.

4. Miscellaneous

Houston Health Science Center and University Cancer
Center: Proposed Additional Appropriation for Purchase
of Prudential Property in Houston, Texas.--

The Board of Regents at the meeting of November 11, 1977, approved the completion of the purchase of the Prudential Property in Houston, Texas, and funds for this purchase were appropriated from Account No. 85-0204-2000. Additional funds will be required to cover the cost of this purchase.

System Administration recommends that an additional \$45,000.00 be appropriated from Account No. 85-0204-2000 to cover additional costs associated with the purchase and closing costs for this property.

(This item was not posted and would not normally be in the Executive Session; however, it could be discussed in Executive Session and appear on an Agenda of a future meeting.)

COMMITTEE OF THE WHOLE - EXECUTIVE SESSION
[Pursuant to Vernon's Texas Civil Statutes
Article 6252-17, Sections 2(e), (f) and (g)]

Date: December 16, 1977

Time: Following the Meeting of the Committee of the Whole -
Open Session

Place: VIP Conference Room *
U. T. Dallas

1. Pending or Contemplated Litigation - Section 2(e)
2. Land Acquisition - Section 2(f)
 - a. Galveston Medical Branch
 - b. Houston Health Science Center
3. Personnel Matters - Section 2(g)

*Waiting Area will be the Cafeteria, Founders Building North.

Meeting of the Board

(continued)

MEETING OF THE BOARD OF REGENTS
of
THE UNIVERSITY OF TEXAS SYSTEM

Date: December 16, 1977

Time: Following the Executive Session of the Committee of the Whole

Place: Cafeteria, Founders Building North
U. T. Dallas

- A. - F. (Pages B of R 1 - 2)
- G. RECONVENE
- H. REPORTS OF STANDING COMMITTEES
1. System Administration Committee
by Committee Chairman Williams
 2. Academic and Developmental Affairs Committee
by Committee Chairman Sterling
 3. Buildings and Grounds Committee
by Committee Chairman Bauerle
 4. Health Affairs Committee
by Committee Chairman Law
 5. Land and Investment Committee
by Committee Chairman Clark
- I. REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS
by Vice-Chairman Williams
- J. REPORTS OF SPECIAL COMMITTEES
1. Report of Committee to Renegotiate a Real Estate Note with Punta Gorda Isles, Inc. (51,860 Acres in Charlotte, Desoto and Highlands Counties, Florida - M. G. and Lillie A. Johnson Foundation, Inc., to University Cancer Foundation)
 2. Report of Committee to Approve Sale of Lots 26 and 27, Block 5, Lakeside Forest, Section 1, Addition in Harris County, Texas
- K. REPORT OF THE COMMITTEE OF THE WHOLE - OPEN SESSION
by Chairman Shivers
- L. CONSIDERATION OF THE ITEMS REFERRED TO EXECUTIVE SESSION OF THE COMMITTEE OF THE WHOLE. --The Board of Regents will discuss in Executive Session of the Committee of the Whole pursuant to V. T. C. S. , Article 6252-17, Sections 2(e), (f) and (g) the items listed below:
1. Pending or Contemplated Litigation - Section 2(e)
 2. Land Acquisition and Negotiated Contracts - Section 2(f)
 - (a) Galveston Medical Branch
 - (b) Houston Health Science Center
 3. Personnel Matters - Section 2(g)
- M. ADJOURNMENT