

MATERIAL SUPPORTING THE AGENDA

Volume XXVc

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

June 8-9, 1978
August 3-4, 1978

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: **June 8-9, 1978**

Meeting No.: **754**

Name: *Office Copy*

BOARD OF REGENTS
of
THE UNIVERSITY OF TEXAS SYSTEM

CALENDAR

Place: Ashbel Smith Hall, Ninth Floor
Austin, Texas

Thursday, June 8, 1978

2:00 p. m. Meeting of the Board
To Resolve into Buildings and Grounds
Committee

Friday, June 9, 1978

9:00 a. m. Meeting of the Board
To Consider Bids of Permanent University
Fund Bonds, New Series 1978, \$21, 000, 000

9:10 a. m. 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

Offices:

Board of Regents	471-1265
Chancellor LeMaistre	471-1434
President Walker	471-1743

Hotels:

Sheraton-Crest	478-9611
Driskill Hotel	474-5911
Austin Hilton Inn	451-5757
Marriott	456-6161

Airlines:

Braniff International	476-4631
Continental	477-6716
Texas International	477-6441
Southwest	476-6353

**Meeting of
the Board**

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

Date: June 8, 1978

Time: 2:00 p.m.

**Place: Regents' Meeting Room, Ninth Floor, Ashbel Smith Hall
Austin, Texas**

A. CALL TO ORDER

**B. RECESS FOR DISCUSSION MEETING OF BUILDINGS AND
GROUNDS COMMITTEE (Pages B & G 1 - 26)**

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

Date: June 9, 1978
Time: 9:00 a. m.
Place: Regents' Meeting Room, Ninth Floor, Ashbel Smith Hall
Austin, Texas

- A. . . .
- B. . . .
- C. RECONVENE
- D. APPROVAL OF MINUTES OF REGENTS' MEETING HELD
APRIL 7, 1978
- E. SPECIAL ORDER

Board of Regents: (1) Resolution Authorizing the Issuance and Sale of Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1978, \$21,000,000; (2) Designation of Paying Agent and (3) Award of Contract for Printing. --

BACKGROUND INFORMATION

Pursuant to authorization by the Board of Regents at its meeting on April 7, 1978, bids for Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1978, in the amount of \$21,000,000 will be considered by the Board of Regents at 9 a. m. C.D.T., on Friday, June 9, 1978, Regents' Meeting Room, Ashbel Smith Hall, Austin, Texas.

Bids have been called for the paying agent and for printing the bonds to be opened at 10 a. m. C.D.T., on Thursday, June 8, 1978, at Claudia Taylor Johnson Hall, 210 West Sixth Street, Austin, Texas. Bids for the sale of these bonds will be opened at the same place, Claudia Taylor Johnson Hall, on the same day, Thursday, June 8, 1978, at 11 a. m. C.D.T. The results will be presented to the Board of Regents at 9 a. m. on June 9, 1978.

RECOMMENDATIONS AND/OR ACTION REQUIRED

A tabulation of the bids for each of the following will be distributed at the meeting. After due consideration the following action is required:

1. Adoption of the Resolution set out on Pages B of R - 2 through B of R - 20
2. Designation of Paying Agent
3. Award of contract for printing bonds

RESOLUTION

BY THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM AUTHORIZING THE ISSUANCE OF BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM PERMANENT UNIVERSITY FUND BONDS, NEW SERIES 1978, IN THE AMOUNT OF \$21,000,000.

WHEREAS, the Board of Regents of The University of Texas System (hereinafter sometimes called the "Board") heretofore has authorized, issued, and delivered that issue of Board of Regents of The University of Texas Permanent University Fund Refunding Bonds, Series 1958, dated July 1, 1958, said bonds having been authorized pursuant to the provisions of Section 18, Article VII of the Constitution of Texas, and said Refunding Bonds, Series 1958, now having matured and having been paid, canceled and discharged; and

WHEREAS, said Refunding Bonds, Series 1958, were payable from and secured by a first lien on and pledge of the Interest of The University of Texas System in the income from the Permanent University Fund, in the manner and to the extent provided in the resolution authorizing said Refunding Bonds, Series 1958; and

WHEREAS, the resolution adopted on July 23, 1958, authorizing the issuance of said Refunding Bonds, Series 1958, reserved the right and power in the Board to issue, under certain conditions, Additional Parity Bonds and Notes for the purposes and to the extent provided in the Amendment to Section 18, Article VII of the Texas Constitution, adopted by vote of the people of Texas on November 6, 1956, said Additional Parity Bonds and Notes to be on a parity with the aforesaid Refunding Bonds, Series 1958 (now retired), and equally and ratably secured by and payable from a first lien on and pledge of the Interest of The University of Texas System in the income from the Permanent University Fund,

in the same manner and to the same extent as were said Refunding Bonds, Series 1958; and

WHEREAS, the Amendments to Section 18, Article VII of the Texas Constitution, adopted by vote of the people of Texas on November 6, 1956, and on November 8, 1966, provide that the Board is authorized to issue negotiable bonds and notes for the purpose of constructing, equipping, or acquiring buildings or other permanent improvements for The University of Texas System, in a total amount not to exceed two-thirds (2/3) of Twenty percent (20%) of the value of the Permanent University Fund exclusive of real estate at the time of any issuance thereof; and

WHEREAS, the Board heretofore has authorized, issued, sold and delivered its Permanent University Fund Bonds, Series 1959, dated July 1, 1959, Series 1960, dated July 1, 1960, Series 1961, dated July 1, 1961, Series 1962, dated July 1, 1962, Series 1963, dated July 1, 1963, Series 1964, dated July 1, 1964, Series 1965, dated July 1, 1965, and Series 1966, dated July 1, 1966, as installments or issues of such Additional Parity Bonds; and

WHEREAS, the Board has deemed it necessary and advisable that no more of said Additional Parity Bonds shall be issued because of the excessively restrictive Permanent University Fund investment covenants made in connection with all of the aforesaid Permanent University Fund Bonds heretofore issued; and

WHEREAS, the Board is required by law to keep said investment covenants in full force and effect as to all of the aforesaid Permanent University Fund Bonds heretofore issued and to affirm the first lien on and pledge accruing to said outstanding Permanent University Fund Bonds heretofore issued on the Interest of the University of Texas System in the income from the Permanent University Fund; and

WHEREAS, pursuant to a resolution adopted on June 16, 1967, the Board authorized, issued, sold and delivered an installment or issue of negotiable bonds designated as the Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1967, dated July 1, 1967 (hereinafter sometimes called the "New Series 1967 Bonds"), in the principal amount of \$14,000,000, payable from and secured by a lien on and pledge of the Interest of The University of Texas System in the Permanent University Fund, subject only and subordinate to the first lien on and pledge of said Interest heretofore created in connection with the aforesaid outstanding Permanent University Fund Bonds; and

WHEREAS, in said resolution adopted on June 16, 1967, the Board set forth the terms and conditions under which additional bonds may be issued to be on a parity with the aforesaid New Series 1967 subordinate lien bonds, and the Board has issued its Permanent University Fund Bonds, New Series 1968, New Series 1969, New Series 1970, New Series 1971, New Series 1972, New Series 1973, New Series 1974, New Series 1975, New Series 1976 and New Series 1977, in accordance therewith; and

WHEREAS, the Board has determined to authorize, issue, sell and deliver an additional installment or issue of such subordinate lien parity New Series Bonds in the principal amount of \$21,000,000; and

WHEREAS, the Board hereby officially finds and determines that the value of the Permanent University Fund, exclusive of real estate is in excess of \$1,022,872,740;

THEREFORE, BE IT RESOLVED BY THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM:

1. Throughout this resolution the following terms and expressions as used herein shall have the meanings set forth below:

The term "Permanent University Fund," "Permanent Fund," and "Fund" used interchangeably herein shall mean the Permanent University Fund as created by Article VII, Section 11 of the Constitution, further implemented by the provisions of Title 49, Chapter 1, of the Revised Civil Statutes of Texas, 1925, as amended and supplemented.

The expression "Interest of the University" in the Permanent University Fund shall mean all of the income to such Fund from grazing leases on University lands, and all of the other income from such Fund, after making provision for the payment of the University's proportion of the expenses of administering such Fund, excepting one-third of the income arising and accruing to The Texas A&M University from the 1,000,000 acres of land appropriated by the Constitution of 1876 and the land appropriated by the Act of 1883, as more particularly defined by Section 66.03, Texas Education Code (Chapter 42 of the Acts of the Regular Session of the 42nd Legislature of the State of Texas).

The term "Resolution" as used herein and in the Bonds shall mean this resolution authorizing the Bonds.

The term "Bonds" or "New Series 1978 Bonds" shall mean the New Series 1978 Bonds authorized in this Resolution, unless the context clearly indicates otherwise.

The term "Old Series Outstanding Bonds" shall mean the outstanding bonds of the following issues:

Board of Regents of The University of Texas Permanent University Fund Bonds, Series 1959, dated July 1, 1959, originally issued in the amount of \$4,000,000.

Board of Regents of The University of Texas Permanent University Fund Bonds, Series 1960, dated July 1, 1960, originally issued in the amount of \$5,000,000.

Board of Regents of The University of Texas Permanent University Fund Bonds, Series 1961, dated July 1, 1961, originally issued in the amount of \$6,000,000.

Board of Regents of The University of Texas Permanent University Fund Bonds, Series 1962, dated July 1, 1962, originally issued in the amount of \$5,000,000.

Board of Regents of The University of Texas Permanent University Fund Bonds, Series 1963, dated July 1, 1963, originally issued in the amount of \$4,000,000.

Board of Regents of The University of Texas Permanent University Fund Bonds, Series 1964, dated July 1, 1964, originally issued in the amount of \$4,000,000.

Board of Regents of The University of Texas Permanent University Fund Bonds, Series 1965, dated July 1, 1965, originally issued in the amount of \$6,000,000.

Board of Regents of The University of Texas Permanent University Fund Bonds, Series 1966, dated July 1, 1966, originally issued in the amount of \$11,000,000.

The term "New Series Additional Parity Bonds and Notes" and "Additional Parity Bonds and Notes" shall mean the additional parity bonds and the additional parity notes permitted to be issued pursuant to Section 11 of the Resolution adopted on June 16, 1967, authorizing the issuance of the New Series 1967 Bonds.

The term "New Series Outstanding Bonds" shall mean the outstanding bonds of the following issues:

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1967, dated July 1, 1967,

originally issued in the amount of \$14,000,000 pursuant to a resolution adopted on June 16, 1967.

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1968, dated July 1, 1968, originally issued in the amount of \$15,000,000, pursuant to a resolution adopted on June 25, 1968.

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1969, dated July 1, 1969, originally issued in the amount of \$7,000,000, pursuant to a resolution adopted on June 20, 1969.

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1970, dated July 1, 1970, originally issued in the amount of \$7,500,000, pursuant to a resolution adopted on July 10, 1970.

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1971, dated July 1, 1971, originally issued in the amount of \$9,000,000, pursuant to a resolution adopted on June 4, 1971.

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1972, dated July 1, 1972, originally issued in the amount of \$9,000,000, pursuant to a resolution adopted on June 9, 1972.

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1973, dated July 1, 1973, originally issued in the amount of \$11,000,000, pursuant to a resolution adopted on July 27, 1973.

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1974, dated July 1, 1974, originally issued in the amount of \$11,000,000, pursuant to a resolution adopted on July 19, 1974.

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1975, dated July 1, 1975, originally issued in the amount of \$14,000,000, pursuant to a resolution adopted on July 26, 1975.

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1976, dated July 1, 1976, originally issued in the amount of \$16,000,000, pursuant to a resolution adopted on July 9, 1976.

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1977, dated July 1, 1977, originally issued in the amount of \$20,000,000, pursuant to a resolution adopted on July 29, 1977.

The term "Board" shall mean the Board of Regents of The University of Texas System.

2. That said Board's negotiable coupon bonds, to be designated the "Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1978," are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas in the principal amount of \$21,000,000 for the purpose of constructing, equipping, or acquiring buildings or other permanent improvements for The University of Texas System, to the extent and in the manner provided by law.

3. That said bonds shall be dated July 1, 1978, shall be in the denomination of \$5,000 each, shall be numbered consecutively from 1 through 4,200, and shall mature serially on July 1 in each of the years, and in the amounts, respectively, as set forth in the following schedule:

\$ 840,000	1979/1982
945,000	1983/1986
1,050,000	1987/1990
1,155,000	1991/1994
1,260,000	1995/1998

Said bonds may be redeemed prior to their scheduled maturities, at the option of said Board, on the dates stated, for the prices, and in the manner provided, in the FORM OF BOND set forth in this Resolution; and further, said bonds shall be registrable as to principal only, at the option of the owner, in the manner provided in said FORM OF BOND.

4. That the bonds scheduled to mature during the years, respectively, set forth below shall bear interest from their date, until maturity or redemption, at the following rates, per annum:

maturities 19__ through 19__, _____%,

maturities 19__ through 19__, _____%,

maturities 19__ through 19__, _____%,

maturities 19__ through 19__, _____%,

maturities 19__ through 19__, _____%.

Said interest shall be evidenced by interest coupons which shall appertain to said bonds, and which shall be payable on the dates stated in the FORM OF BOND set forth in this Resolution.

5. That said bonds and interest coupons shall be payable, shall have the characteristics, and shall be signed and executed (and said bonds shall be sealed), all as provided, and in the manner indicated, in the FORM OF BOND set forth in this Resolution.

6. That the form of said bonds, including the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be printed and endorsed on each of said bonds, the form of the aforesaid interest coupons which shall appertain and be attached initially to each of said bonds, and the form of endorsement for registration as to principal, shall be, respectively, substantially as follows:

FORM OF BOND:

No. _____

\$5,000

UNITED STATES OF AMERICA
STATE OF TEXAS

BOARD OF REGENTS OF
THE UNIVERSITY OF TEXAS SYSTEM
PERMANENT UNIVERSITY FUND BOND
NEW SERIES 1978

ON JULY 1, 19____, the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM promises to pay to bearer, or if this bond be registered as to principal, then to the registered owner hereof, the principal amount of

FIVE THOUSAND DOLLARS

and to pay interest thereon, from the date hereof, at the rate of _____% per annum, evidenced by interest coupons payable JANUARY 1, 1979, and semiannually thereafter on each JULY 1 and JANUARY 1 while this bond is outstanding. The principal of this bond and the interest coupons appertaining hereto shall be payable to bearer, in lawful money of the United States of America, without exchange or collection charges to the bearer, upon presentation and surrender of this bond or proper interest coupon, at _____

_____,
Texas, or, at the option of the bearer, at _____

_____, New York, New York, or

_____,
Chicago, Illinois, which places shall be the paying agents for this Series of bonds.

THIS BOND is one of a Series of negotiable coupon bonds dated JULY 1, 1978, issued in the principal amount of \$21,000,000 FOR THE PURPOSE OF CONSTRUCTING, EQUIPPING, OR ACQUIRING BUILDINGS OR OTHER PERMANENT IMPROVEMENTS FOR THE UNIVERSITY OF TEXAS SYSTEM, to the extent and in the manner provided by law, in

accordance with the provisions of the Amendments to Section 18, Article VII of the Texas Constitution, adopted by a vote of the people of Texas on November 6, 1956, and on November 8, 1966.

ON JULY 1, 1988, OR ON ANY INTEREST PAYMENT DATE THEREAFTER, any outstanding bonds of this Series may be redeemed prior to their scheduled maturities, at the option of said Board, IN WHOLE, OR FROM TIME TO TIME IN PART, for the following redemption prices (expressed as percentages of the principal amount) plus unpaid accrued interest on the bonds called for redemption to the date fixed for redemption:

<u>Redemption Date</u>	<u>Redemption Price</u>
July 1, 1988, or January 1, 1989	101%
July 1, 1989, or January 1, 1990	100-3/4%
July 1, 1990, or January 1, 1991	100-1/2%
July 1, 1991, or January 1, 1992	100-1/4%
July 1, 1992, or thereafter	100%

At least thirty days before the date fixed for any such redemption the Board shall cause a written notice of such redemption to be published at least once in a financial publication published in the City of New York, New York. By the date fixed for any such redemption, due provision shall be made with the paying agents for the payment of par and accrued interest to the date fixed for redemption of the bonds to be redeemed, plus the required premium. If the written notice of redemption is published, and if due provision for such payment is made, all as provided above, the bonds, which are to be so redeemed, thereby automatically shall be redeemed prior to maturity, and they shall not bear interest after the date fixed for redemption, and shall not be regarded as being outstanding except for the purpose of being paid by the paying agents with the funds so provided for such payment.

IT IS HEREBY certified, recited and covenanted that this bond has been duly and validly issued and delivered; that all

acts, conditions and things required or proper to be performed, exist and be done precedent to or in the issuance and delivery of this bond have been performed, existed and been done in accordance with law; and that the interest on and principal of this bond, and the Series of which it is a part, together with the other New Series Outstanding Bonds, are equally and ratably secured by and payable from a lien on and pledge of the Interest of The University of Texas System in the income from the Permanent University Fund, as such Interest is apportioned by Section 66.03, Texas Education Code (Chapter 42 of the Acts of the Regular Session of the 42nd Legislature of the State of Texas), subject only and subordinate to the first lien on and pledge of said Interest heretofore created in connection with the Old Series Outstanding Bonds (as such terms are defined in the Resolution authorizing this Series of bonds).

SAID BOARD has reserved the right, subject to the restrictions referred to in the Resolution authorizing this Series of bonds, to issue additional parity bonds and notes which also may be secured by and made payable from a lien on and pledge of the aforesaid Interest of The University of Texas System in the income from the Permanent University Fund, in the same manner and to the same extent as this Series of bonds.

THIS BOND, at the option of the owner hereof, is registrable as to principal only on the books of the Registrar. For such purpose the Comptroller of The University of Texas System shall be the Registrar. If registered, the fact of registration shall be noted on the back hereof and thereafter no transfer of this bond shall be valid unless made on the books of the Registrar at the instance of the registered owner and similarly noted hereon. Registration as to principal may be discharged by transfer to

bearer, after which this bond again may be registered as before. The registration of this bond as to principal shall not affect or impair the negotiability of the interest coupons appertaining hereto, which shall continue to be negotiable by delivery merely. Subject to said provisions for the registration of this bond as to principal only, nothing contained herein shall affect or impair the negotiability of this bond, and this bond shall constitute a negotiable instrument within the meaning of the laws of the State of Texas.

IN WITNESS WHEREOF, this bond and the interest coupons appertaining hereto have been signed with the facsimile signature of the Chairman of said Board and countersigned with the facsimile signature of the Secretary of said Board, and the official seal of said Board has been duly impressed, or placed in facsimile, on this bond.

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

Secretary

Chairman

FORM OF REGISTRATION CERTIFICATE:

COMPTROLLER'S REGISTRATION CERTIFICATES

REGISTER NO. _____

I hereby certify that this bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

Comptroller of Public Accounts
of the State of Texas .

(SEAL)

FORM OF INTEREST COUPON:

No. _____

\$ _____

ON _____ 1, 19 __, * THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM promises to pay to bearer the amount shown on this interest coupon, in lawful money of the United States of America, without exchange or collection charges to the bearer, upon presentation and surrender of this interest coupon, at _____, Texas, or, at the option of the bearer, at _____, New York, New York, or at _____, Chicago, Illinois, said amount being interest due that day on the bond bearing the number hereinafter designated, of that issue of BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM PERMANENT UNIVERSITY FUND BONDS, NEW SERIES 1978, DATED JULY 1, 1978. BOND NO. _____.

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

 Secretary Chairman

*(Coupons maturing after July 1, 1988, shall contain the following additional clause:

unless the bond to which this coupon appertains has been called for redemption and due provision made to redeem same,)

FORM OF ENDORSEMENT FOR REGISTRATION AS TO PRINCIPAL:

ENDORSEMENT FOR REGISTRATION AS TO PRINCIPAL

(NO WRITING TO BE MADE HEREON EXCEPT BY THE REGISTRAR DESIGNATED FOR THIS ISSUE OF BONDS)

It is hereby certified that, at the request of the owner of the within bond, I have this day registered it as to principal in the name of such owner, as indicated in the registration blank below, on the books kept by me for such purpose. The principal of this bond shall be payable only to the registered owner hereof named in the registration blank below, or his legal representative, and this bond shall be transferable only on the books of the

Registrar and by an appropriate notation in such registration blank. If the last transfer recorded on the books of the Registrar and in the registration blank below shall be to bearer, the principal of this bond shall be payable to bearer and it shall be in all respects negotiable. In no case shall negotiability of the interest coupons appertaining hereto be affected or impaired by any registration as to principal.

<u>NAME OF REGISTERED OWNER</u>	<u>DATE OF REGISTRATION</u>	<u>SIGNATURE OF REGISTRAR</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

7. (a) It is hereby certified and recited that the Bonds authorized in this Resolution are Additional Parity Bonds permitted to be issued under Section 11 of the resolution of the Board adopted on June 16, 1967, authorizing the issuance of the New Series 1967 Bonds, and that all conditions and requirements of said Section 11 have been or will be met prior to the delivery of the New Series 1978 Bonds herein authorized. The New Series 1978 Bonds and the New Series Outstanding Bonds are and shall be on a parity and in all respects of equal dignity.

(b) Pursuant to the provisions of the amendments to Section 18, Article VII, of the Texas Constitution, approved by vote of the people of Texas on November 6, 1956, and on November 8, 1966, the New Series 1978 Bonds, the New Series Outstanding Bonds, and any other New Series Additional Parity Bonds and Notes hereinafter issued, and the interest thereon, shall be and are hereby equally and ratably secured by and payable from a lien on and pledge of

the Interest of the University in the income from the Permanent University Fund, as such Interest is defined in Section 1 of this Resolution, subject only and subordinate to the first lien on and pledge of said Interest heretofore created in connection with the Old Series Outstanding Bonds.

8. (a) The aforesaid resolution adopted June 16, 1967, authorizing the issuance of the New Series 1967 Bonds has provided that the Comptroller of Public Accounts of the State of Texas shall establish in the State Treasury a fund to be known as "Board of Regents of The University of Texas System New Series Permanent University Fund Interest and Sinking Fund" (hereinafter called the "Interest and Sinking Fund"). In addition to the moneys required to be transferred to the credit of the Interest and Sinking Fund in connection with the New Series Outstanding Bonds, the Comptroller of Public Accounts of the State of Texas shall, for the benefit of the New Series 1978 Bonds, transfer to the Interest and Sinking Fund, out of The University of Texas System Available University Fund (the fund in the State Treasury to which is deposited the Interest of the University), on or before November 15, 1978, and semiannually thereafter on or before May 15 and November 15 of each year while the New Series 1978 Bonds, or interest thereon, are outstanding and unpaid, the amount of interest or principal and interest which will become due on the New Series 1978 Bonds on the January 1 or July 1 next following. It is hereby recognized that the amounts necessary for the payment of principal and interest on the Old Series Outstanding Bonds will have been transferred on or before May 1 and November 1 of each year from the aforesaid Available University Fund to the interest and sinking fund heretofore created for the benefit of the Old Series Outstanding Bonds.

(b) To the end that money will be available at the places of payment in ample time to pay the principal of and interest on the Bonds as such principal and interest respectively mature, on or before November 15, 1978, and semiannually thereafter on or before May 15 and November 15 of each year while any of the New Series 1978 Bonds, or interest thereon, are outstanding and unpaid, the Comptroller of The University of Texas System, or such officer as may hereafter be designated by the Board to perform the duties now vested in such officer, shall perform the following duties:

(1) Prepare and file with the Comptroller of Public Accounts of the State of Texas (hereinafter called the "Comptroller of Public Accounts") a voucher based on which the Comptroller of Public Accounts shall draw a warrant against the Interest and Sinking Fund in the amount of the interest or principal and interest on the New Series 1978 Bonds (when both are scheduled to accrue and mature) which will become due on the January 1 or July 1 next following.

(2) In the event New Series 1978 Bonds shall have been called for redemption on January 1 or July 1 next following of any year, prepare and file with the Comptroller of Public Accounts a voucher based on which the Comptroller of Public Accounts shall draw a warrant against funds of The University of Texas System legally available for such purpose in an amount sufficient to redeem the New Series 1978 Bonds thus called.

(c) Whenever a voucher is so filed with the Comptroller of Public Accounts, he shall make the warrant based thereon payable to the order of the paying agent situated in the State of Texas,

specified in Section 6 hereof, and shall deliver such warrant to such paying agent on or before the December 1 or June 1 next following.

(d) The paying agent situated in the State of Texas, designated in Section 6 hereof, shall, out of moneys remitted to it under the provisions of this Section 8 hereof, and not otherwise, make available at the other paying agents specified in Section 6 hereof, funds sufficient to pay such of the New Series 1978 Bonds (whether payable to the bearer or payable to the registered owner thereof) and such of the coupons as are presented for payment, and said paying agent situated in the State of Texas by accepting designation as such paying agent agrees and is obligated to perform such service.

(e) The paying agents shall totally destroy all paid New Series 1978 Bonds and coupons, and shall furnish the Board with an appropriate certificate of destruction covering the New Series 1978 Bonds and coupons thus destroyed.

(f) The Board shall make provision with the paying agents for the rendition of a statement to The University of Texas System for any sums due such paying agents for services rendered in connection with the payment of the New Series 1978 Bonds and coupons by such paying agents, and the amount of such charges shall be paid by the Board from funds available for such purpose.

9. That all of the language, terms, provisions, covenants and agreements of Section 7 through 13, both inclusive, of the resolution adopted June 16, 1967, authorizing the issuance of the New Series 1967 Bonds are hereby referred to, adopted, and made applicable to the New Series 1978 Bonds authorized by this Resolution, for all purposes.

10. That after said New Series 1978 Bonds shall have been

executed, it shall be the duty of the Chairman of the Board or some officer of the Board acting under his authority, to deliver said Bonds and all necessary records and proceedings to the Attorney General of Texas, for examination and approval by the Attorney General. After said bonds shall have been approved by the Attorney General, they shall be delivered to the Comptroller of Public Accounts of the State of Texas for registration. Upon registration of said Bonds, the Comptroller of Public Accounts (or a deputy lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein to be printed and endorsed on each of said Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on each of said Bonds.

11. That said New Series 1978 Bonds are hereby sold and shall be delivered to _____, for the principal amount thereof and accrued interest to the date of delivery, plus a premium of \$ _____.

12. That the Board certifies that based upon all facts, estimates and circumstances now known or reasonably expected to be in existence of the date the Bonds are delivered and paid for, the Board reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds or any portion of the Bonds to be an "arbitrage bond" under Section 103(c)(2) of the Internal Revenue Code of 1954, as amended, and the temporary and proposed regulations heretofore prescribed thereunder. Furthermore, all officers, employees and agents of the University are authorized and directed to provide certifications of facts, estimates and circumstances which are material to the reasonable expectations of the Board as of the date the Bonds are delivered and paid for, and any such certifications may be relied upon by

counsel, by the owners or holders of the Bonds, or by any person interested in the exemption of interest on the Bonds from Federal income taxation. Moreover, the Board covenants that it shall make such use of the proceeds of the Bonds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds shall not be "arbitrage bonds" under Section 103(c) of the Internal Revenue Code of 1954, as amended, and regulations prescribed from time to time thereunder.

13. That the Official Notice of Sale, Official Statement and Official Bid Form relating to the Bonds and submitted to this Board are hereby approved for use in connection with the solicitation of bids for and sale of the Bonds.

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
PERMANENT UNIVERSITY FUND BONDS, NEW SERIES 1978
IN THE AMOUNT OF \$21,000,000

SALE OF THE BONDS.--As authorized, bids were called for and received until 11:00 A.M., CDT, on June 8, 1978, and then publicly opened and tabulated. A copy of the tabulation is attached.

It is recommended by the Executive Director for Investments, Trusts and Lands, joined by the President of The University of Texas System, that the Board of Regents adopt the resolution authorizing the issuance of the bonds and the sale to First National Bank in Dallas and associates, at the price of par and accrued interest to date of delivery, plus a premium of \$531.00 at rates of interest shown on the tabulation. The effective interest rate is 5.13884%.

DESIGNATION OF PAYING AGENCY.--Attached is a tabulation of the bids received and publicly opened and tabulated at 10:00 A.M., CDT, on June 8, 1978, in accordance with specifications previously furnished the qualified bidders (Texas banks with assets in excess of \$200,000,000).

It is recommended by the Executive Director for Investments, Trusts and Lands, joined by the President of The University of Texas System, that the bid of American National Bank of Austin, Austin, Texas, to serve as paying agent for this issue be accepted. The bank will pay the Board of Regents \$2,000.00 per annum. The co-paying agents are Citibank, N.A., New York, New York, and Harris Trust and Savings Bank, Chicago, Illinois.

AWARD OF CONTRACT FOR PRINTING THE BONDS.--Attached is a tabulation of the bids received and publicly opened and tabulated at 10:00 A.M., CDT, on June 8, 1978, in accordance with specifications previously furnished companies bidding on University issues in recent years.

It is recommended by the Executive Director for Investments, Trusts and Lands, joined by the President of The University of Texas System, that the bid of Hart Graphics & Office Centers, Inc., Austin, Texas, be accepted for printing bonds with lithographed borders, as set out in the specifications, for the sum of \$2,227.00, there being five coupon rates. Hart Graphics has agreed to deduct \$195.00 since the delivery is to be made in Austin, Texas.

\$21,000,000

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
 PERMANENT UNIVERSITY FUND BONDS, NEW SERIES 1978
 Bids Received
 June 8, 1978, at 11:00 A.M., CDT

ACCOUNT	COUPON RATE			INTEREST COST		
	Year	thru	Rate %	Category	Amount	
First National Bank in Dallas and Associates	1979	80	4.50 %	Gross	\$ _____	
	1981	92	5.00	Premium	531.00	
	1993	94	5.10	Net	12,194,484.00	
	1995	96	5.25	Effective Interest		
	1997	98	5.40	Rate	5.13884	
Bache Halsey Stuart Shields Incorporated	1979	82	6.00 %	Gross	\$ _____	
	1983	91	5.00	Premium	5,250.00	
	1992		5.10	Net	12,273,870.00	
	1993		5.20	Effective Interest		
	1994	98	5.25	Rate	5.1723	
Republic National Bank of Dallas & Associates	1979	92	5.00 %	Gross	\$ _____	
	1993	94	5.25	Premium	5,332.42	
	1995 Only		5.35	Net	12,336,630.08	
	1996	97	5.40	Effective Interest		
	1998 Only		5.50	Rate	5.1987	
Morgan Guaranty Trust Company of N.Y. & Associates	1979	87	5.50 %	Gross	\$ _____	
	1988	92	5.10	Premium	5,737.00	
	1993	95	5.30	Net	12,369,353.00	
	1996	97	5.40	Effective Interest		
	1998		4.50	Rate	5.2125	
	19	thru		%	Gross	\$ _____
	19				Premium	_____
	19				Net	_____
	19				Effective Interest	
	19				Rate	_____

BIDS FOR PAYING AGENCY
 \$21,000,000
 BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
 PERMANENT UNIVERSITY FUND BONDS, NEW SERIES 1978
 Bids Received
 June 8, 1978, at 10:00 A.M., CDT

Bidder	Co-Paying Agents	Per Coupon Paid	Per Bond Paid
American National Bank of Austin	NY: Citibank, N.A. Chic: Harris Trust and Savings Bank	Pay \$2,000 per annum to the Board of Regents	
Bank of the Southwest	NY: Banker's Trust Company Chic: Continental Illinois National Bank & Trust	Pay \$750.00 each July 1st for ten years to the Board of Regents.	
Corpus Christi National Bank	NY: Citibank, N.A. Chic: Continental Illinois National Bank & Trust	Pay \$100.00 per year to the Board of Regents.	
National Bank of Commerce of Dallas	NY: Banker's Trust Company Chic: Continental Illinois National Bank & Trust	Pay \$2,500 - 1978 plus \$1,310 per year each January 1 to maturity for a total of \$28,700 to the Board of Regents.	
The Fort Worth National Bank	NY: Banker's Trust Company Chic: Continental Illinois National Bank & Trust	\$0	\$0
First City Bank of Dallas	NY: Chase Manhattan, N.A. Chic: Northern Trust Company	\$.10	\$1.25
The First National Bank of Fort Worth	NY: The Bank of New York Chic: First National Bank of Chicago	\$.08	\$.75
Mercantile National Bank at Dallas	NY: Manufacturer's Hanover Trust Company Chic: Harris Trust and Savings Bank	\$.08	\$.75
Republic National Bank of Dallas	NY: Citibank, N.A. Chic: First National Bank of Chicago	\$.175	\$1.575
The Austin National Bank	NY: Banker's Trust Company Chic: First National Bank of Chicago	Pay \$1,600 annually for 10 years; beginning 7-1-89 \$1,100 annually until maturity to the Board of Regents.	

BIDS FOR PAYING AGENCY :
 \$21,000,000
 BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
 PERMANENT UNIVERSITY FUND BONDS, NEW SERIES 1978
 Bids Received
 June 8, 1978, at 10:00 A.M., CDT

Bidder	Co-Paying Agents	Per Coupon Paid	Per Bond Paid
El Paso National Bank	NY: Manufacturer's Hanover Trust Company Chic: Continental Illinois National Bank & Trust	Pay \$24,000 to the Board of Regents, payable at \$1,200.00 per year for each year that bonds are outstanding.	
The Citizens National Bank of Waco	NY: Chase Manhattan, N.A. Chic: Harris Trust and Savings Bank	Pay \$70.00 per million on bonds outstanding per year to the Board of Regents.	
Texas Commerce Bank	NY: Banker's Trust Company Chic: Northern Trust Company	\$.175	\$2.00
First City National Bank of Houston	NY: Manufacturer's Hanover Trust Company Chic: Continental Illinois National Bank & Trust	\$.10	\$1.50
First National Bank in Dallas	NY: Manufacturer's Hanover Trust Company Chic: Northern Trust Company	Pay \$105.00 per million on bonds outstanding per year to the Board of Regents.	
	NY: Chic:		
	NY: Chic:		
	NY: Chic:		
	NY: Chic:		
	NY: Chic:		

BIDS FOR PRINTING BONDS
 \$21,000,000
 BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
 PERMANENT UNIVERSITY FUND BONDS, NEW SERIES 1978

Tabulation of Bids Received
 June 8, 1978 - 10:00 A.M., CDT

Bidder	One Coupon Rate	Two Coupons Rate	Three Coupons Rate	Four Coupons Rate	Five Coupons Rate	Number of Working Days
Hart Graphics & Office Centers, Inc. P. O. Box 968 Austin, Texas 78767	\$2,147.00	\$2,167.00	\$2,187.00	\$2,207.00	\$2,227.00	15
American Bank Note Company 39 South LaSalle Street - Suite 1015 Chicago, Illinois 60603	\$2,100.00	\$2,135.00	\$2,170.00	\$2,205.00	\$2,240.00	15
Helms Printing Company, Inc. 2710 Swiss Avenue Dallas, Texas 75204	\$2,630.00	\$2,650.00	\$2,670.00	\$2,690.00	\$2,710.00	15

F. INTRODUCTIONS

G. REPORT BY PRESIDENT ROGERS

H. 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 Regents' Committee 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) **U. T. Austin: Negotiated contract for proposed purchase of books**
 - (b) **U. T. El Paso: Proposed acquisition of land adjacent to campus**
 - (3) **Personnel Matters - Section 2(g)**
 - (a) **U T. System: Proposed 1978 -79 Operating Budget**
 - (b) **Houston Health Science Center: Selection of President**

**System Administration
Committee**

SYSTEM ADMINISTRATION COMMITTEE
Committee Chairman Williams

Date: June 9, 1978

Time: Following the 9:00 a. m. Session of the Board of Regents

Place: Regents' Meeting Room, 9th Floor, Ashbel Smith Hall
Austin, Texas

Page
SAC

- | | |
|---|-------|
| 1. U. T. Austin, U. T. Dallas, Dallas Health Science Center, Galveston Medical Branch (Galveston Medical School), Houston Health Science Center (Houston Medical School) and San Antonio Health Science Center (San Antonio Medical School) | |
| Proposed Amendments to the 1977-78 Budget | Below |
| 2. U. T. System: Policies for Preparing Legislative Budget Requests for the Biennium 1979 - 1981 | 8 |
| 3. U. T. System: Proposed Amendment to Plan for Professional Medical Malpractice Self-Insurance | 9 |
-

1. U. T. Austin, U. T. Dallas, Dallas Health Science Center, Galveston Medical Branch (Galveston Medical School), Houston Health Science Center (Houston Medical School) and San Antonio Health Science Center (San Antonio Medical School): Amendment to the 1977-78 Budget (7-B-78 and 8-B-78). --

RECOMMENDATION

The appropriate chief administrative officers, concurred in by System Administration, recommend that their respective 1977-78 Operating Budget be amended as indicated on the pages set out below:

- The University of Texas at Austin, Pages SAC - 2-4
- The University of Texas at Dallas, Page SAC - 4
- The University of Texas Health Science Center at Dallas, Page SAC - 5
- The University of Texas Medical School of The University of Texas Medical Branch at Galveston, Pages SAC - 5-6
- The University of Texas Medical School of The University of Texas Health Science Center at Houston, Page SAC - 6
- The University of Texas Medical School of The University of Texas Health Science Center at San Antonio, Page SAC - 7

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

THE UNIVERSITY OF TEXAS AT AUSTIN

1977-78 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
	Auxiliary Enterprises - Intercollegiate Athletics for Men			
	Head Basketball Coach			
27.	A. E. Lemons	\$ 31,500	\$ 36,500	4-1-78
	Assistant Basketball Coach			
28.	David B. Dowd	\$ 21,000	\$ 23,500	4-1-78
29.	H. Stephen Moeller	17,500	19,500	4-1-78
	Source of Funds: Allocation for Budget Adjustments			

It is further recommended that these basketball coaches be permitted as a part of their contract to use University facilities for training camps and clinics under conditions approved by the Athletics Council and under conditions that are not in conflict with University regulations or other activities.

30.	Auxiliary Enterprises - Intercollegiate Athletics for Men			
	Transfer of Funds	From: Intercollegiate Athletics for Men Unappropriated Balances	To: Intercollegiate Athletics for Men - Allocation for Budget Adjustments	
	Amount of Transfer	\$ 160,000	\$ 160,000	

This transfer is required to supplement the Allocation for Budget Adjustment Account for Men's Intercollegiate Athletics. \$87,000 of the \$160,000 total reflects anticipated increases in estimated income from the following sources:

a)	SWC Track and Field Championship	\$ 35,000
b)	SWC Baseball Tournament	34,000
c)	AAU National Swimming Championship	12,000
d)	SWC Swimming and Diving Meet	6,000
		<u>\$ 87,000</u>

THE UNIVERSITY OF TEXAS AT AUSTIN

1977-78 BUDGET

Additionally, it is requested that \$73,000 be transferred from Intercollegiate Athletics for Men's Operating Reserve Account. These funds will be required to fund budget adjustments in the following categories:

Football game expense and stadium upkeep	\$ 9,000
Basketball game expense, travel, and supplies	30,000
Office Supplies & Service	9,000
Repair and Maintenance (Bellmont Hall Remodeling)	<u>25,000</u>
	<u>\$ 73,000</u>

SAC - 3

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
31.	Auxiliary Enterprises - Parking and Traffic			
	Transfer of Funds	From: Parking and Traffic - Unappropriated Balance	To: Demolition of Building and Improvement of Parking Lot 86 (26th and Speedway) \$ 28,000 Improvement of Parking Lot 58 (near Simkins Hall) <u>32,000</u>	
	Amount of Transfer	\$ 60,000	<u>\$ 60,000</u>	---
32.	Auxiliary Enterprises - McDonald Observatory (Visitor's Center and Transient Quarters)			
	Transfer of Funds	From: McDonald Observatory - Unappropriated Balances \$ 3,415 Allocation for Budget Adjustment <u>750</u>	To: McDonald Observatory - Salaries and Wages \$ 2,041 Other Expenses <u>2,124</u>	
	Amount of Transfer	<u>\$ 4,165</u>	<u>\$ 4,165</u>	---

THE UNIVERSITY OF TEXAS AT AUSTIN

1977-78 BUDGET

<u>Item No.</u>	<u>Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
33.	Plant Funds - Project 102 - 196 Addition to Chemistry Building Transfer of Funds	From: Available University Fund Unappropriated Balance (Allocation for Academic and Research Development Projects)	To: Project 102 - 196 Addition to Chemistry Building - Furniture and Equipment Account	
	Amount of Transfer	\$ 128,000	\$ 128,000	---

SAC - 4

THE UNIVERSITY OF TEXAS AT DALLAS

<u>Item No.</u>	<u>Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
2.	Carolyn L. Galerstein (Tenure) School of General Studies Academic Rate	Dean, Associate Professor, and Master \$ 21,500	Dean, Associate Professor, and Master \$ 24,000	3/1/78

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS

1977-78 BUDGET

<u>Item No.</u>	<u>Explanation</u>	<u>Present Status</u>			<u>Proposed Status</u>			<u>Effective Dates</u>
15.	Special Activities - Investigative and Clinical Laboratory							
	Transfer of Funds	From: Investigative and Clinical Laboratory Unappropriated Balance via Estimated Income			To: Investigative and Clinical Laboratory Salaries \$ 10,165 Fringe Benefits 98			
	Amount of Transfer	\$ 10,263			<u>\$ 10,263</u>			---

SAC - 5

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

<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>Galveston Medical School</u>								
26.	Patrick J. Kelly (Non-tenure) Surgery Assistant Professor	\$ 31,000	\$ 15,500	\$ 46,500	\$ 33,000	\$ 16,500	\$ 49,500	3/1/78
	Source of Funds: Unallocated Salaries and MSRDP							

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

1977-78 BUDGET

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
27.	James E. Rose (Non-tenure) Surgery Assistant Professor	\$ 28,000	\$ 14,000	\$ 42,000	\$ 30,000	\$ 15,000	\$ 45,000	3/1/78
	Source of Funds: Unallocated Salaries and MSRDP							
28.	Gordon P. James (Non-tenure) Pathology and Clinical Laboratory Assistant Professor and Clinical Toxicologist	\$ 26,000	---	\$ 26,000	\$ 30,000	---	\$ 30,000	3/1/78
	Source of Funds: MSRDP							

SAC - 6

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Houston Medical School</u>								
21.	Carl M. Sandler (Non-tenure) Radiology Assistant Professor	\$ 30,000	\$ 10,000	\$ 40,000	\$ 30,000	\$ 15,000	\$ 45,000	3/1/78
	Source of Funds: MSRDP							

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

1977-78 BUDGET

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>San Antonio Medical School</u>								
36.	William H. Hadnott (Non-tenure) Anesthesiology Clinical Associate Professor (20%T) Stipend for 20% Time	\$ 43,000 (\$ 8,600)	--- ---	\$ 43,000 (\$ 8,600)	\$ 44,000 (\$ 8,800)	\$ 3,200 (\$ 3,200)	\$ 47,200 (\$ 12,000)	4/1/78
37.	Somayaji Ramamurthy (Non-tenure) Anesthesiology Associate Professor Source of Funds: MSRDP	\$ 44,000	\$ 16,000	\$ 60,000	\$ 44,000	\$ 19,000	\$ 63,000	4/1/78

SAC - 7

2. U. T. System: Proposed Policies for Preparation of Legislative Budget Requests for 1979-1981. --The following policies for Preparing the Legislative Budget Requests for the Biennium beginning September 1, 1979 are recommended by System Administration:

a. Salary Advances for Faculty and Professional Staff

Funds may be requested to grant salary increases up to 10% in 1980 and an additional 8% in 1981.

b. Salary Advances for Classified Personnel

Funds may be requested to provide for a 10.2% increase in 1980 and an additional 6.8% increase in 1981. In addition, requests may include sufficient funds for a 3.4% merit increase for approximately one-half of all employees each year.

c. New Positions

All requests for new positions must be based on new or expanded programs or on improvements in existing programs, and be fully justified.

d. Maintenance, Operation, and Equipment

The general guideline for requesting funds for this item should be for an increase up to 20% in 1980 plus an additional 10% increase in 1981. In limited situations such as scientific equipment, medical supplies, and like items, in which price escalation or other factors make the above limitations totally impractical, actual needs must be the basis for the request. In these situations the variance from the general standard stated above must be carefully justified.

e. Special Equipment

Inasmuch as equipment items included in Item d are regular and routine acquisitions, Special Equipment requests should be related only to new or expanded program requirements or major replacement and updating of obsolete teaching, research, and hospital equipment. Special Equipment requests must be based on actual needs and fully documented.

f. Utilities

Requests for Purchased Utilities are to be based on projected needs using the best available rate estimates, carefully documented. In addition, System policy supports an emergency utility request to meet deficiencies in the 1978-79 Purchased Utilities appropriations.

g. Staff Benefits

- (1) Employee Insurance Premiums. Use \$30 per month for each person in requesting funds for payment of the State's contribution toward the cost of insurance premiums. Eligible employees are those covered under provisions of the "Texas State College and University Employees Uniform Insurance Benefits Act" (Senate Bill 95).

*Review
at top*

NOTE: In support of this request, include calculations in three parts:

- (1) Employees paid from the General Appropriations Bill funds;
- (2) All other eligible employees;
- (3) Retired Employees (per S.B. 95)

Employee counts are to be as of October 31, 1978.

- (2) O.A.S.I. - State's Contribution of Employees' Share of Tax. As a System policy, the Legislature will be requested to continue the payment of the employees' share of the O.A.S.I. Tax and to expand the payments from the current 5.85% on \$16,500 to the actual tax levied by the Federal Government.

Inasmuch as the request to increase this cost to "actual" requires an amendment of the Statute, institutional requests for payment of the employees' share must be limited to the current statutory provision (even though requests for the employer's share is based on actual cost).

3. U. T. System: Proposed Amendment to Plan for Professional Medical Malpractice Self-Insurance (8-CW-78).--

It is recommended by System Administration that the Plan for Professional Medical Malpractice Self-Insurance be amended as follows (additional language underscored):

Amend Article III, APPLICABILITY OF PLAN PROVISION, as follows:

The coverage afforded by this Plan is subject to the particular terms, conditions and limitations (including, but not limited to limits of liability) of this Plan and the interpretation thereby by the Board or its authorized representative. Notwithstanding any other language of the Plan the coverage afforded by the Plan applies only to medical malpractice claims arising out of incidents, transactions or events occurring on or after April 1, 1977.

**Aca. & Dev.
Affairs Com.**

ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE
Committee Chairman Sterling

Date: June 9, 1978
Time: Following the Meeting of the System Administration Committee
Place: Regents' Meeting Room, Ninth Floor, Ashbel Smith Hall
Austin, Texas

	<u>Page A&D</u>
1. U. T. System: Docket of the President of the System	1
2. U. T. Austin: Proposed Initial Appointment to William David Blunk Memorial Professor- ship	2
3. U. T. Austin: Proposed Appointment of Visiting Professor in Latin American Studies to Edward Larocque Tinker Chair	2
4. U. T. Austin: Proposed Initial Appointment to John A. Wilson Professorship in Vertebrate Paleontology	3
5. U. T. El Paso: Request to Submit to Coordi- nating Board Proposed Bachelor of Arts Degree with Major in Social Work (Catalog Change)	3
6. U. T. El Paso: Proposed Amendments to Con- stitution of Student Association	4

Documentation

1. U. T. System: Docket No. 6 of the President of the System. --

Recommendation

It is recommended that Docket No. 6 of the President of the System be approved.

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

2. U. T. Austin: Proposed Initial Appointment to William David Blunk Memorial Professorship (Academic Year 1978-79).--

Recommendation

It is recommended by President Rogers and concurred in by System Administration that Dr. James Vick, Associate Professor of Mathematics, be the first appointee to the William David Blunk Memorial Professorship at The University of Texas at Austin. His appointment will be for the academic year 1978-79.

Background Information

Dr. Vick has a truly outstanding record of teaching in the Department of Mathematics. His students are enriched by his personal interaction with them. He has received international acclaim for his recent developments in algebraic and differential topology and his recent book on this subject is considered among the very best.

3. U. T. Austin: Proposed Appointment of Visiting Professor in Latin American Studies to Edward Larocque Tinker Chair for Spring Semester 1979.--

Recommendation

It is recommended by President Rogers and concurred in by System Administration that Sr. Guillermo A. O'Donnell be appointed to the Edward Larocque Tinker Chair as Visiting Professor in Latin American Studies for the Spring Semester 1979.

Background Information

This recommendation was made in accordance with the conditions of the endowment by the selection committee for the Tinker Visiting Professorship and endorsed by Vice President Hays. It also has the full support of Ms. Martha Muse of the Tinker Foundation.

Sr. O'Donnell is a distinguished Argentine political scientist who holds law and political science degrees from the University of Buenos Aires and from Yale University. His specialities include factors in the growth and breakdown in democratic government in national states and the phenomenon of political authoritarianism. He is author of a number of books and papers and comes with the highest recommendation from his professional colleagues over the nation.

4. U. T. Austin: Proposed Initial Appointment to John A. Wilson Professorship in Vertebrate Paleontology. --

Recommendation

It is recommended by President Rogers and concurred in by System Administration that Dr. Ernest L. Lundelius, Jr., be the first appointee to the John A. Wilson Professorship in Vertebrate Paleontology at The University of Texas at Austin effective September 1, 1978.

Background Information

This professorship was established by the Board of Regents on December 16, 1977. The endowment currently has in excess of \$75,000 and there is an additional pledge in excess of \$30,000 which should complete the endowment this year. The proposed professorship is to carry a stipend of \$2,500 for the 1978-79 academic year and \$5,000 per year for subsequent years after the endowment has reached full funding. The recommendation has the support of the Budget Council of the Department of Geological Sciences as well as the College of Natural Sciences. The recommendation also has the strong endorsement of Professor Emeritus John A. Wilson for whom the professorship is named.

Professor Lundelius is a distinguished scholar in vertebrate paleontology and a productive researcher. He has published widely and has received numerous awards, including Fulbright Fellowships, Senior Scholar Awards in 1954 and 1976, and two substantial grants from the National Science Foundation.

5. U. T. El Paso: Request to Submit to Coordinating Board Proposed Bachelor of Arts Degree with Major in Social Work (Catalog Change). --

Recommendation

President Templeton requests approval for authorization to offer the Bachelor of Arts degree with a major in Social Work at The University of Texas at El Paso.

System Administration also recommends its approval and requests permission to submit the proposed program to the Coordinating Board, Texas College and University System.

Background Information

This program has been in the process of development for several years during which time the University increased its elective offerings in social work courses and established a five-course sequence in social work. For several years there has been a building interest among leaders in social work for a baccalaureate degree program at U. T. El Paso to serve the increasing needs for social work manpower in that area.

The faculty and library resources to support this program at U. T. El Paso have been evaluated and are adequate for the initiation of the program. The base faculty is already available with one person expected to be added in the social work group. Funding to support the program is expected to come from formula generated funds; therefore, no special added funds are needed. It is worthy to note that the five-course social work sequence at U. T. El Paso is currently partially funded by a matching grant from the Department of Human Resources and although this funding is expected to continue, the program is not dependent upon this for its future operations. The Council on Social Work Education is the professional accrediting body for these programs and the steps necessary for achieving accreditation have been considered in the development of the proposal. It is anticipated that the program will become accredited at an early time after its initiation.

Secretary's Note: If this recommendation is approved, the minute order will reflect that if the degree program is approved by the Coordinating Board, the next appropriate catalog published will be amended to reflect this action.

6. U. T. El Paso: Proposed Amendments to Constitution of Student Association. --

Recommendation

System Administration recommends approval of several amendments to the Constitution of the Student Association at The University of Texas at El Paso. These amendments were approved in a special election by the Student Association and have been endorsed by President Templeton. (See Pages A&D 5-10 for copy of Constitution including amendments.)

Background Information

The substantive changes in the Student Association Constitution in Article II provide for the direct election of the Student Activities Coordinator and the Internal Affairs Vice President. Other changes in Article II include clarification on how the council seats are to be filled and the provision of a monetary penalty for unexcused absences from council meetings by those Student Association officers who receive a stipend.

Changes in Article III constitute clarification of duties of the various officers.

The single change in Article V permits the Supreme Court to publish its official proceedings only once a year instead of twice.

Changes in Article VII broaden the provision for initiation of amendments to the Student Association Constitution by petition and clarifies how amendments are to be included in the published Constitution.

The proposed amendments have been reviewed and approved by the Office of Academic Affairs and the Office of General Counsel.

CONSTITUTION OF THE STUDENT ASSOCIATION

OF

THE UNIVERSITY OF TEXAS AT EL PASO

1976

PREAMBLE

We, the students of The University of Texas at El Paso, in order to establish a democratic student government representing all students regardless of race, sex, religion, and political or social belief, in providing the official voice through which student opinion may be expressed, in encouraging the development of student participation in the overall policies in the decision-making process of the University and in providing means for responsible and effective participation in the organization of student affairs and in the planning of its activities and in defending the rights of each student of the University, do hereby establish this Constitution.

ARTICLE I

- Section 1. The students at The University of Texas at El Paso shall be known as the Student Association of The University of Texas at El Paso.
- Section 2. Each student enrolled at this institution shall be a member of the Student Association and shall have the privilege of voting in Student Association elections and referenda.
- Section 3. The Student Association shall contain a governing body and that body shall be organized into two branches: the Student Council and the Judicial Branch.
- Section 4. Each student duly elected or appointed to office in the Student Association shall, before assuming the duties of that office, take the following oath administered by the Dean of Students or his representative: "I (officer repeats full name) do solemnly affirm that I will, to the best of my ability, fulfill, defend, and further the purpose and goals of the Student Association of The University of Texas at El Paso as stated in the Constitution."

ARTICLE II

- Section 1. ~~All-Executive-and-Legislative-powers-shall-be-vested-in-a-Student Council-composed-of-fifteen-Members-and-five-Alternate-Members selected-at-large-in-a-General-Election-of-the-Student-Association.~~ *All Executive and Legislative powers shall be vested in a Student Council composed of an Internal Affairs Vice-President and sixteen (16) members and five (5) alternate members selected at-large in a General Election of the Student Association.*
- Section 2. ~~To-qualify-for-all-offices-in-the-Student-Association,-a-student must-be-enrolled-during-his-or-her-tenure-for-a-minimum-of-six-(6) credit-hours;-must-have-and-maintain-at-least-a-2.5-cumulative-grade point-average-during-his-or-her-tenure;-must-have-completed-at-least thirty-(30)-credit-hours-at-The-University-of-Texas-at-El-Paso-at the-time-he-or-she-takes-office;-and-must-not-be-on-disciplinary-or scholastic-probation-of-any-kind.~~ *To qualify as an officer in the Student Association, a student must be enrolled for at least six (6) credit hours during the fall semester and be enrolled for at least six (6) credit hours during the spring semester; must have a 2.5 cumulative grade point average at the time he or she takes office and maintain a 2.5 grade point average during his or her term of office as stipulated by Article II, Section 8 of this Constitution: must have at least thirty (30) credit hours at The University of Texas at El Paso by the time that he or she takes office; and must*

not be on disciplinary or scholastic probation of any kind. Anyone who takes office without meeting stated requirements or who fails to meet stated qualifications during his or her term of office shall forfeit his seat on the Student Association Council and the next alternate in the line of succession shall take the vacated seat and all rights and privileges thereof. ✓

Section 3. ~~The Council seats, except the seat of the Student Association President, shall be filled by the required number of candidates receiving the greatest number of votes. Each student shall vote for no more than three candidates for Council seats.~~ The Council seats, except the seats of the Student Association President and the Internal Affairs Vice President, shall be filled by the required number of candidates receiving the greatest number of votes. Each student shall vote for no more than three (3) candidates for Council seats.

Section 4. ~~The office of Student Association President shall be filled by the candidate receiving a majority of the votes cast in a General Election.~~ The offices of the Student Association President and Student Activities Coordinator shall be filled by the candidate in each race receiving a majority of the votes cast in a general election. Each student shall vote for no more than one (1) candidate for the office of Student Association President and for no more than one (1) candidate for the office of Activities Coordinator.

Section 5. A vacant seat on the Council shall be filled by the Alternate Member who received the greatest number of votes in the General Election.

Section 6. Any office-holder of the Student Association shall be removed from office upon conviction in an impeachment trial or upon suspension for improper conduct.

Section 7. Monthly Stipends for officers of the Student Association shall be as follows:

Student Association President	\$190
Student Activities Coordinator	\$190
Internal Affairs Vice-President	\$140
External Affairs Vice-President	\$140
Council Member	\$ 40

Any Council member who fails to attend any regular Council meeting or any regular meeting to which he/she has been appointed shall forfeit from his/her stipend ten dollars for each regular Council meeting and five dollars for each regular meeting, unless excused for such absence by a 2/3 vote of the Council. The total amount forfeited in any one month shall not exceed the total stipend for that month. ✓

Section 8. The term of office for all officers shall be one year commencing on June 1 and ending May 31.

Section 9. The office of the Student Association Internal Affairs Vice-President shall be filled by the candidate receiving a majority of the votes cast in this race in a General Election. Each student shall vote for no more than one candidate.

ARTICLE III

Section 1. The Student Association President shall have the following powers and duties:

- a. To act as Chief Executive of the Student Association.
- b. To act with the Council to enforce this Constitution and legislation of the Student Association.
- c. To call Special Sessions of the Council and to call the First Sessions of the Council after a General Election if the Council has not met by the third week of its tenure.
- d. To sit as a non-voting Member of the Council and all of its Committees.

- e. To veto legislation, but not resolutions, of the Council in totality but not in item.
- f. To sit as Chairman of the Executive Committee of the Council.

Section 2. ~~The Council shall elect, by 2/3 Roll Call Vote, from among its membership an Internal Affairs Vice-President who shall have the following powers and duties:~~

- ~~a. To preside over Sessions of the Council if not acting as Student Association President.~~
- ~~b. To become Student Association President if the office becomes vacant and to assume the office of President if the President is absent or disabled.~~
- ~~c. To call Special Sessions of the Council.~~

The office of Student Association Internal Affairs Vice-President shall be filled by the candidate receiving a majority of votes cast in a General Election. The Internal Affairs Vice-President shall have the following powers and duties:

- a. To preside over sessions of the Council if not acting as Student Association President.
- b. To become Student Association President if the office becomes vacant and to assume the office of President if the President is absent or disabled.
- c. To call Special Sessions of the Council.

Section 3. The Council shall elect, by 2/3 Roll Call Vote, from among its membership an External Affairs Vice-President who shall have the following powers and duties:

- a. To act as liaison between the Student Association and local, state, and national student organizations.
- b. To preside over Sessions of the Council in the absence of the Internal Affairs Vice-President.
- c. To recommend to the Council students to travel, on Student Association funds.

Section 4. ~~The Council shall appoint, by 2/3 Roll Call Vote, a Student Activities Coordinator who shall have the following powers and duties in conjunction with the Director of Student Activities:~~

- ~~a. To plan, coordinate, and carry out Student Activities on campus.~~
- ~~b. To appoint committees to help in planning Student Activities.~~
- ~~c. To spend, contract, and/or arbitrate the use of funds allocated to Student Activities.~~

The Student Activities Coordinator shall have the following powers and duties in conjunction with the Student Program Advisor:

- a. To plan, coordinate, and carry out Student Activities on campus.
- b. To appoint committees to help in planning Student Activities.
- c. To spend, contract, and/or arbitrate the use of funds allocated to Student Activities.

Section 5. Alternate Members of the Council shall have the same privileges as Members except the privilege of voting in Council and Committee Sessions.

Section 6. The Council shall appoint an Attorney General to represent the Student Association in the University Judicial System and to prosecute violations of the Constitution, legislation of the Student Association, and any other regulations within the jurisdiction of the Student Association.

Section 7. The Council shall appoint a Public Defender to represent students accused of violation of the Constitution, legislation of the Student Association, and any other regulations within the jurisdiction of the Student Association.

Section 8. The Student Association President shall have the power to make Interim appointments. Said Interim appointments shall be effective for thirty (30) calendar days. The Council shall have thirty (30) days to make a permanent appointment to any position filled by an Interim appointment. No Interim appointment shall be allowed to succeed ~~themselves~~ as an Interim appointment.

himself

ARTICLE IV

Section 1. The Council shall appoint, on or before its fourth Session, an Executive Committee composed of the Student Association President, the Internal and External Affairs Vice-Presidents, the Activities Coordinator, and the Chairpersons of the Finance and Ways and Means Committees. The Executive Committee shall have the following powers and duties:

- a. To recommend to the Council applicants to fill appointive positions in the Student Association.
- b. To recommend to the Council the formation of Student Association Ad Hoc Committees.
- c. To formulate, and recommend to the Council, goals and policies for the Student Association.

Section 2. The Council shall appoint from among its membership, on or before its fourth Session, a Ways and Means Committee to advise the Council on all procedural matters of the Student Association.

Section 3. The Council shall appoint from among its membership, on or before its fourth Session, a Finance Committee to advise the Council on all financial matters of the Student Association.

Section 4. The Council shall appoint an Election Commission to compile an Election Code to set forth all necessary regulations for Student Association elections. The Election Code shall be submitted to the Council for approval by a 2/3 Roll Call Vote.

Section 5. A majority of the Roll of the Council shall constitute a quorum for the transaction of business and shall be called a Session of the Council.

Section 6. The Council shall approve by a 2/3 Roll Call Vote all rules and regulations necessary to its expedient and proper operation.

Section 7. The Council shall have the sole power of impeachment by a 2/3 Roll Call Vote. Any member of the Student Association may initiate impeachment charges. The Chief Justice of the Supreme Court shall preside over the Council in an impeachment trial except in cases involving members of the Judicial Branch in which case the Internal Affairs Vice-President shall preside.

Section 8. All Sessions of the Council and its Committees shall be open.

ARTICLE V

Section 1. All judicial powers shall be vested in a Supreme Court and such inferior courts as may be established by the Council. The Supreme Court shall consist of seven students appointed by the Council from those students submitting petitions. Justices shall remain in their positions unless they are disqualified, impeached and convicted, or resign.

Section 2. The Supreme Court shall have original jurisdiction over cases involving the Constitution, statutes of the Student Association, and any other case referred to it by the Council, as stipulated by the Constitution, and/or the Office of Student Affairs.

- Section 3. If any statute of the Student Association, in part or in its entirety, be found contrary to the Constitution, said statute shall be declared null and void by the Supreme Court.
- Section 4. The Supreme Court shall have appellate jurisdiction over all inferior court decisions.
- Section 5. The Supreme Court shall approve by 2/3 Roll Call Vote all rules and regulations necessary for its proper and expedient operation and the proper and expedient operation of the Judicial Branch.
- Section 6. ~~The Supreme Court shall publish three bound copies of its official proceedings at the end of each long semester to be permanently located at the following places:~~

- ~~a. Office of the Student Association.~~
~~b. Office of Student Affairs.~~
~~c. Office of the University Librarian.~~

The Supreme Court shall publish three bound copies of its official proceedings at the end of the academic year to be permanently located at the following places:

- a. Office of the Student Association.
b. Office of Student Affairs.
c. Office of the University Librarian.

ARTICLE VI

- Section 1. Legislation may be initiated by any member of the Student Association.
- Section 2. A Presidential veto of an act passed by the Council may be overridden by a 2/3 Roll Call Vote of the Council.
- a. All legislation passed by the Council and signed by the Student Association President shall be embodied in the law of the Student Association.
- b. If the Student Association President does not sign an act of the Council within ten days of its passage, the act shall become law.
- Section 3. All official records, orders, journals, and proceedings of the Council shall become an official record of the University and shall be distributed as follows:
- a. The Office of the Student Association.
b. The Office of Student Affairs.
c. The Office of the University Librarian.

ARTICLE VII

- Section 1. ~~An Amendment to the Constitution may be initiated by the Council or by petition of fifty (50) members of the Student Association.~~ An amendment to the Constitution may be initiated by the Council or by petition of fifty (50) members of the Student Association to the Council. If an amendment is initiated by petition bearing three hundred fifty (350) signatures of members of the Student Association or two-and-one half per cent (2 1/2%) of the Student Association, whichever is greater, then the amendment shall be submitted to the student electorate for a vote.
- Section 2. ~~If a proposed amendment receives the support of a majority of the Roll of the Council in Regular Session, it shall be submitted to the student electorate for a vote.~~ Proposed amendments must be presented to the University newspaper in full text with the request that it be printed in two issues immediately preceding its presentation to the student electorate for approval. Full texts must be made available to all Student Association members prior to the election upon request. If an amendment proposed to Council receives the

support of a majority of the Roll of the Council in Regular Session, it shall be submitted to the student electorate for a vote. Proposed amendments must be presented to the University newspaper in full text preceding its presentation to the student electorate for approval. Full texts must be made available to all Student Association members prior to the election upon request.

Section 3. A majority of the ballots cast upon an amendment shall be necessary for the amendment to become part of this Constitution.

Section 4. ~~All-amendments-to-the-Constitution-shall-be-placed-in-an-"Amendments" section-of-this-Constitution.~~ *All amendments to the Constitution shall replace the Articles and Sections for which they are written.*

ARTICLE VIII

This Constitution, and any amendment thereto, shall not be effective unless and until approved by the Board of Regents of The University of Texas System; and, shall otherwise in all respects be subject to the Rules and Regulations of said Board of Regents. Notwithstanding any such approval, any provision of this Constitution, or any amendment thereto, which is in conflict with said Rules and Regulations (as determined by the Board of Regents) shall be null and void.

**Buildings &
Grounds Com.**

BUILDINGS AND GROUNDS COMMITTEE
Committee Chairman Bauerle

Date: June 9, 1978

Time: Following the Meeting of the Academic and Developmental Affairs Committee

Place: Regents' Meeting Room, Ninth Floor, Ashbel Smith Hall
Austin, Texas

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Documentation

1. U. T. SYSTEM AND U. T. AUSTIN: FORMER NIKE MISSILE BASE PROPERTY - REQUEST FOR AUTHORIZATION TO GRANT AN EASEMENT TO TRAVIS COUNTY, TEXAS, FOR HIGHWAY RIGHT-OF-WAY PURPOSES TO MAINTAIN A PUBLIC ROAD SOUTH OF BEE CAVES ROAD

BACKGROUND INFORMATION

In order to provide and maintain a public road in Southwest Travis County, various property holders have been requested by Travis County to grant right-of-way easements. The first portion of this public road adjoins Bee Caves Road and provides access to University property at the former Nike Missile Base. It continues Southward for access to a developing residential area.

Travis County has requested the Board of Regents of The University of Texas System to grant a sixty-foot right-of-way for a public road dedication across University property within the Chris Parker Survey No. 703 in Travis County, Texas. The requested easement which has been approved by H. E. W. contains approximately 1.95 acres and will benefit the University and other adjacent property owners. The proposed easement is more fully described in the easement document which will be available for examination at the Board meeting.

RECOMMENDATIONS

President Rogers and System Administration recommend that authorization be given by the Board for such an easement 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 in the Office of General Counsel.

2. U. T. ARLINGTON: REMODELING OF COLLEGE HALL (PROJECT NO. 301-341) - REPORT OF NEGOTIATIONS AND RECOMMENDED AWARD OF CONTRACT TO NICO INDUSTRIES, INC., DALLAS, TEXAS, AND ADDITIONAL APPROPRIATION THEREFOR

BACKGROUND INFORMATION

At the April 7, 1978, meeting of the Board a report was presented on the bids received on March 30, 1978, for the Remodeling of College Hall at The University of Texas at Arlington. The bid tabulation is shown on the attached sheet. Further authorization was given at the April 7, 1978, Board meeting for the Office of Facilities Planning and Construction to continue investigations on the cost overrun since all bids received exceeded construction funds appropriated (\$694,824 Legislative appropriations, \$31,275 from Combined Fee Revenue Bond proceeds).

Negotiations have been concluded with the lowest responsible bidder, Nico Industries, Inc., Dallas, Texas, and cost saving reductions in the amount of \$209,000 are possible. Acceptable modifications in the mechanical and electrical work provide major savings. Other reductions include omission of audio visual equipment, concrete retaining walls, exterior brick work changes, and deletion of standby electrical equipment and transformer vault.

The Administration of U. T. Arlington concurs in the cost reductions which will not significantly restrict the functional use of the remodeled building of 20,000 gross square feet for the Military Science Program and Library, Faculty Office and Six Classrooms.

RECOMMENDATIONS

President Nedderman and System Administration recommend that the Board:

- a. Award the construction contract for Remodeling of College Hall at The University of Texas at Arlington to the lowest responsible bidder, Nico Industries, Inc., Dallas, Texas, as follows:

Base Bid	\$999,000
Less Negotiated Reductions	<u>209,000</u>
Total Recommended Contract Award	\$790,000

- b. Authorize a revised total project cost of \$875,000 to cover the recommended building construction contract award, movable furnishings and equipment, air balancing, landscaping, fees and related project expenses
- c. Appropriate additional funds in the amount of \$148,901 from Interest on Bond proceeds to provide for the total project cost.

REMODELING OF COLLEGE HALL, THE UNIVERSITY OF TEXAS AT ARLINGTON
 ARLINGTON, TEXAS
 Bids Received at 2:00 p.m., Central Standard Time, Thursday, March 30, 1978
 at The University of Texas at Arlington

<u>Bidder</u>	<u>Base Bid</u>	<u>Add Alternates</u>			<u>Bidder's Bond</u>
		<u>Alt. #1</u>	<u>Alt. #2</u>	<u>Alt. #3</u>	
NICO INDUSTRIES, INC., Dallas, Texas	\$ 999,000.00	\$34,000.00	\$7,000.00	\$17,000.00	5%
RANGAIRE BUILDING CORPORATION, Fort Worth, Texas	1,067,000.00	76,000.00	7,660.00	21,570.00	5%
WALKER CONSTRUCTION COMPANY, Fort Worth, Texas	1,085,000.00	43,000.00	8,000.00	26,000.00	5%

3. U. T. ARLINGTON: REQUEST TO WAIVE REGENTS' POLICY AND TO GRANT AN EASEMENT TO TEXAS ELECTRIC SERVICE COMPANY FOR CONTINUATION OF RIGHT-OF-WAY AND SERVICE OF EXISTING OVERHEAD ELECTRICAL LINE

BACKGROUND INFORMATION

In the Northwest Quadrant of U. T. Arlington campus a public street has been vacated by the City of Arlington and ownership has been relinquished. The abandoned North-South Street, Morgan Court, lies South of West Second Street and abutts property acquired by U. T. Arlington under the authorization granted by the Legislature. An existing overhead electrical line is located along Morgan Court and will remain in service until future definition of campus expansion requires relocation or abandonment of the overhead line. Underground electrical service will be part of any new campus development proposed in the future.

In order to provide continued service, the Texas Electric Service Company has requested a linear easement five feet in width and three hundred feet in length along the East line of Lot 10, Block 2, Morgan Addition, City of Arlington. The proposed easement is more fully described in the easement document which will be available for examination at the Board meeting.

RECOMMENDATIONS

President Nedderman and System Administration recommend that the Board:

- a. Authorize an Easement to the Texas Electric Service Company for an existing overhead electric line along Morgan Court, an abandoned public street on the U. T. Arlington campus
- b. Waive the Regents' Policy requiring future underground relocation upon University request, in this instance
- c. Authorize execution of the easement by the Chairman of the Board after approval as to content by System President Walker and as to form by an attorney in the Office of General Counsel.

4. U. T. AUSTIN: COLLEGE OF FINE ARTS AND PERFORMING ARTS CENTER - (PROJECT NO. 102-201) - RECOMMENDED INSCRIPTION ON PLAQUES.--It is recommended that the inscriptions as set out below be approved for the plaques to be placed on the building of The College of Fine Arts and Performing Arts Center at The University of Texas at Austin.

This inscription follows the standard pattern approved by the Board at the meeting held October 1, 1966.

FINE ARTS LIBRARY AND ADMINISTRATION BUILDING

1976

BOARD OF REGENTS

Allan Shivers, Chairman
Dan C. Williams, Vice-Chairman
James E. Bauerle, D.D.S.
Edward Clark
Mrs. Lyndon B. Johnson
Thos. H. Law
A. G. McNeese, Jr.
Joe T. Nelson, M.D.
Walter G. Sterling

Charles A. LeMaistre, M.D.
Chancellor, The University
of Texas System

Lorene L. Rogers, President
The University of Texas
at Austin

Fisher and Spillman Architects, Inc.
Project Architect

Zapata Warrior Constructors,
A Division of Zapata Constructors, Inc.
Contractor

CONCERT HALL

1976

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The University of Texas
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Project Architect

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Contractor

DRAMA WORKSHOPS

1976

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Project Architect

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Contractor

OPERA LAB THEATRE

1976

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The University of Texas
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Project Architect

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Contractor

MUSIC BUILDING AND RECITAL HALL

1976

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The University of Texas
at Austin

Fisher and Spillman Architects, Inc.
Project Architect

Zapata Warrior Constructors,
A Division of Zapata Constructors, Inc.
Contractor

5. U. T. AUSTIN: ADDITION TO PHARMACY BUILDING (INCLUDING RENOVATION OF EXISTING BUILDING) [PROJECT NO. 102-351]: PRESENTATION OF PRELIMINARY PLANS AND REQUEST TO PREPARE FINAL PLANS.--

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on September 16, 1977, preliminary plans and specifications for the construction of an Addition to the Pharmacy Building at The University of Texas at Austin have been prepared by the Project Architect, The White Budd VanNess Partnership.

The scope of the project includes construction of a new addition of 40,456 net assignable area within a gross area of 65,000 square feet, renovation of certain areas in the existing building for a functionally integrated facility, and extension of utilities to serve the building site. Total project funding in the amount of \$8,878,000 has previously been authorized and appropriated for the new addition and existing building renovation (\$7,820,000), utilities extensions (\$523,000) and procurement of institutional equipment (\$535,000).

The new space would cost approximately \$3.02 per square foot per year for maintenance and operation, including utilities, based on Fiscal Year 1977 experience.

RECOMMENDATIONS

President Rogers and System Administration recommend that the Board:

- a. Approve the preliminary plans and specifications for the U. T. Austin Addition to the Pharmacy Building at an estimated total project cost of \$8,878,000 which includes existing building renovation, new building addition, extension of utilities to the site and institutional procurement of equipment
- b. Authorize the Project Architect to prepare final plans and specifications for consideration of the Board of Regents at a future meeting.

6. U. T. DALLAS: FOUNDERS WEST ANNEX (ORIGINAL UTILITY BUILDING OF FOUNDERS BUILDING UNDER SOUTHWEST CENTER FOR ADVANCED STUDIES) - CONVERSION OF UTILITY BUILDING TO CLASSROOM AND OFFICE BUILDING: REQUEST FOR COMPLETION OF REMODELING PROJECT AND APPROPRIATION THEREFOR.--

BACKGROUND INFORMATION

The 65th Legislature authorized and appropriated \$222,000 for the conversion of a utility building to classroom and office functions at the U. T. Dallas campus. Centrally located at the west end of the Founders Building, the 9,000 square foot structure contains a ground floor and a partial second floor. Outdated mechanical equipment was removed after completion of the new Thermal Energy Plant to support major expansion of the U. T. Dallas campus.

The existing space has served various needs for interim surge teaching space. A portion of the building houses Geosciences Machine Shop and Laboratories. The remaining part of the building can be remodeled and the second floor can be completed to advantageously provide additional classroom space for the Geoscience Department. This proposed rehabilitation project of approximately 6,000 square feet is estimated to cost \$37.00 per square foot.

The U. T. Dallas Long Range Campus Development Plan identifies this existing building rehabilitation as a high priority requirement. Completed arrangements for vacating a portion of the building will now permit initiation of this needed remodeling. Since this project remodels existing space, there will be no significant change in the maintenance and operating costs.

RECOMMENDATIONS

President Jordan and System Administration recommend that the Board:

- a. Approve the remodeling of approximately 6,000 square feet for the Conversion of the Utility Building to a Classroom and Office Building at The University of Texas at Dallas at an estimated total project cost of \$222,000
- b. Authorize execution of the remodeling improvements through all necessary actions of the U. T. Dallas Administration and Physical Plant Department with their own forces or through contract services, in consultation with the Office of Facilities Planning and Construction
- c. Appropriate the sum of \$222,000 made available by the 65th Legislature for the Conversion of the Utility Building to a Classroom and Office Building at The University of Texas at Dallas.

7. U. T. DALLAS - STUDENT UNION BUILDING (INITIAL PHASE) (PROJECT NO. 302-405): PRESENTATION OF PRELIMINARY PLANS; REQUEST TO SUBMIT TO COORDINATING BOARD; SUBJECT TO COORDINATING BOARD APPROVAL, REQUEST TO PREPARE FINAL PLANS AND ADDITIONAL APPROPRIATION THEREFOR.--

BACKGROUND INFORMATION

24M
In accordance with authorization of the Board of Regents at its meeting on April 7, 1978, preliminary plans and specifications for the construction of the Student Union Building at The University of Texas at Dallas have been prepared by the Project Architect, Fisher and Spillman Architects, Incorporated, and Haywood Jordon McCowan, Inc., Associated Architects. This initial phase will include approximately 21,000 - 22,500 gross square feet of facilities including a Coffee House, Information Center, Activity Area and Games Area. As the campus enrollment increases and increased funding capabilities develop, it will be possible to add future phases of construction to expand the Student Union Building.

The new space would cost approximately \$2.97 per square foot per year for maintenance and operation, including utilities, based on Fiscal Year 1977 experience.

RECOMMENDATIONS

President Jordan and System Administration recommend that the Board:

- a. Approve the preliminary plans and specifications for the U. T. Dallas Student Union Building at an estimated total project cost of \$2,000,000, and authorize the submission of the project to the Coordinating Board, Texas College and University System

- b. Subject to the approval of the Coordinating Board:
- 1) Authorize the Project Architect to prepare final plans and specifications for consideration of the Board of Regents at a future meeting
 - 2) Appropriate additional funds in the amount of \$60,000 from Unappropriated Plant Funds for fees and related project expenses through completion of final plans and specifications.
8. U. T. DALLAS: THERMAL ENERGY PLANT - REQUEST TO EXPAND AND TO MAKE COMMITMENT TO WIN-SAM, INC., AND APPOINTMENT OF COMMITTEE TO APPROVE REVISED RATE SCHEDULE

BACKGROUND INFORMATION

To augment the construction of the campus for The University of Texas at Dallas 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. Dallas 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 buildings now under construction and future authorized projects will require additional chilling capacity 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 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 expand the thermal energy plant according to the proposed scheme.

RECOMMENDATIONS

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

- a. Authorize expansion of the thermal energy plant at U. T. Dallas
- 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 to exceed \$4,500,000, for reimbursement of its investment in expansion of its thermal energy plant at U. T. Dallas, 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 Fallis, 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.
9. DALLAS HEALTH SCIENCE CENTER - PHILIP R. JONSSON BASIC SCIENCE RESEARCH BUILDING: REMODELING OF ANIMAL AREAS AND ACADEMIC SPACE (PROJECT NO. 303-403) - PRESENTATION OF PRELIMINARY PLANS, REQUEST TO PREPARE FINAL PLANS AND ADDITIONAL APPROPRIATION THEREFOR

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on February 10, 1978, preliminary plans and specifications for the construction of Animal Areas and Academic Space in the Philip R. Jonsson Basic Science Research Building at The University of Texas Health Science Center at Dallas have been prepared by the Project Architect, Geren Associates, Fort Worth, Texas.

These plans and specifications provide approximately 10,000 sq. ft. of remodeled space for Animal Resources, Psychiatry, and the Graduate School at an estimated total project cost of \$650,000. A Legislative appropriation in the amount of \$500,000 was made toward the cost of this project; additional funds are available in unexpended plant funds. The present cost of approximately \$6.20 per square foot per year for maintenance and operation, including utilities will be applicable, based on Fiscal Year 1977 experience.

RECOMMENDATIONS

President Sprague and System Administration recommend that the Board:

- a. Approve the preliminary plans and specifications for the Remodeling of Animal Areas and Academic Space in the Philip R. Jonsson Basic Science Research Building at an estimated total project cost of \$650,000
- b. Authorize the Project Architect to prepare final plans and specifications for consideration of the Board of Regents at a future meeting
- c. Appropriate additional funds in the amount of \$15,000 from Dallas Health Science Center Unappropriated Balance Plant Fund Account No. 729910 for fees and related project expenses through completion of final plans and specifications.

10. DALLAS HEALTH SCIENCE CENTER: THERMAL ENERGY PLANT - RATIFICATION OF CONTRACT MODIFICATIONS WITH LONE STAR ENERGY COMPANY

BACKGROUND INFORMATION

At its meeting held on June 5, 1975, the Board of Regents authorized expansion of the Thermal Energy Plant at the Dallas Health Science Center. It appointed a special committee to review the negotiated terms of the contract and authorized Board Chairman Shivers to sign the revised contract when the terms of the contract had been approved by the committee, the content had been approved by President Walker and the form had been approved by a University attorney.

The existing contract with Lone Star Energy Company for thermal services at the Dallas Health Science Center has been renegotiated to provide for 5,000 tons of additional chilling capacity to serve new buildings on the campus. The firm of Stone & Webster, Management Consultants, Inc. was retained to assist the University in the negotiations. The terms of the revised contract have been reviewed and approved by the special committee consisting of Vice President Weeks, Director Kristoferson, Vice President Landrum, President Walker, Regent Williams, Committee Chairman Bauerle and Board Chairman Shivers. The committee report has been filed with the Secretary of the Board.

The revised contract has been approved by a University attorney as to form and by President Walker as to content. Board Chairman Shivers has signed the contract. A copy of the revised contract* has been filed with the Secretary of the Board.

RECOMMENDATION

President Sprague and President Walker recommend that the Board ratify the action of the special committee in approving the revised contract with Lone Star Energy Company for thermal services at the Dallas Health Science Center.

*Set out on Pages B & G 14 - 20 .

AMENDMENT AND MODIFICATION AGREEMENT

This AGREEMENT made and entered into this _____ day of _____, 197_, by and between LONE STAR ENERGY COMPANY, a Texas Corporation, hereinafter sometimes referred to as "Seller", and the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, hereinafter sometimes referred to as "Board",

W I T N E S S E T H

WHEREAS, there exists a Service Agreement dated June 8, 1970, between Lone Star Gas Company and Board of Regents of the University of Texas System, such Service Agreement, as amended, being hereinafter referred to as "Service Agreement", that provides for the construction of a central plant and underground distribution system, the operation and maintenance thereof and the furnishing of chilled water and steam therefrom to provide the thermal energy requirements, up to the capacity of Seller's plant and distribution system, to certain present and future buildings listed on Exhibit "A" and further described in the Exhibit "B", constituting The University of Texas (Southwestern) Medical School at Dallas, now known as The University of Texas Health Science Center at Dallas; and

WHEREAS, there exists a Lease Agreement dated June 8, 1970, between Lone Star Gas Company and Board of Regents of the University of Texas System, such Lease Agreement, as amended, being hereinafter referred to as "Lease Agreement", under which land and easements necessary to the construction and operation of the central plant and related facilities are leased; and

WHEREAS, Lone Star Gas Company on December 15, 1970 assigned the Service Agreement and Lease Agreement to Lone Star Energy Company with approval of Board; and

WHEREAS, in accordance with the Service Agreement and approved plans and specifications therefor, the central plant and underground distribution system were completed with capacity sufficient to provide chilled water and steam to the existing and future buildings described on Exhibit "B", and chilled water and steam have been furnished by Seller and accepted by Board in accordance with the Service Agreement; and

WHEREAS, the Service Agreement was amended by letter agreement between the parties hereto dated June 30, 1975; and

WHEREAS, in order to enlarge the leased premises and to provide a metes and bounds description of the property subject to the Lease Agreement, Seller and Board have amended the Lease Agreement by a Lease Amendment dated April 19, 1976; and

WHEREAS, the Board has requested that Seller expand the central plant to 12,000 tons of cooling capacity to accommodate the load added by new construction by the Board, and Seller desires to do so, as hereinafter provided, based upon modifications in the Service Agreement, including a change in the rate schedule and provisions for Seller to recover other costs relating to providing chilled water and steam as hereinafter set forth, and wherever the term "central plant" is used, it shall be deemed to mean "thermal energy plant".

NOW, THEREFORE, in consideration of the payment of one dollar (\$1.00) by Seller to Board, the receipt of which is hereby acknowledged, and the mutual covenants hereinafter set forth, Seller and Board agree as follows:

I.

THIS AGREEMENT:

Seller and Board acknowledge that the original construction of the existing central plant of 7,000 tons cooling capacity and 246 thousand pounds of steam per hour boiler capacity and underground distribution system has been completed in accordance with the terms of the Service Agreement and approved plans and specifications. This Amendment and Modification Agreement will provide for the construction by Seller of an addition to the central plant (but not to the distribution system) to increase the capacity of the central plant, in accordance with plans and specifications to be furnished by Lockwood, Andrews and Newnam, Inc., to provide chilled water and steam to meet the increased

requirements of the Board, occasioned by new construction, up to the capacity of the expanded central plant and the existing distribution system. Therefore, the Service Agreement as it pertains to the operation and expansion of the central plant and the underground distribution system, shall continue in effect as amended and modified hereby.

II.

EXCLUSIVE SERVICE:

The last sentence of the first paragraph of Article 1, "Construction of Plant and Distribution System", of the Service Agreement shall be deleted and the following sentence shall be substituted for and in lieu thereof;

"Board agrees that during the term of this agreement it will not provide or otherwise obtain chilled water and steam from any other source for those buildings owned by the Board and shown on Exhibits "A" and "B" or as shown on Exhibit "I" attached hereto and by reference made a part hereof."

III.

CONSTRUCTION OF PLANT EXPANSION:

The following paragraph shall be added to Article 1, "Construction of Central Plant and Distribution System", of the Service Agreement;

"1-A. Construction of Plant Expansion. Pursuant to a letter dated November 24, 1976 from the University of Texas System to Lone Star Energy Company, Seller will expand its existing central plant located on the leased property described in the Lease Agreement, as amended, for the purpose of serving the increased requirements of the Board, occasioned by new construction, up to the capacity of the existing distribution system and the expanded central plant when completed in accordance with the provisions hereof and in accordance with plans and specifications prepared by Lockwood, Andrews & Newnam, Inc., whose selection as consulting engineers for the plant expansion contemplated hereby has been approved by the duly authorized representative of the Board by letter dated May 21, 1976. It is acknowledged that because of the Board's needs for chilled water and steam, Seller has been required to commence and proceed with the construction of the central plant expansion before the completion of plans and specifications by the consulting engineers, and accordingly, the cost of construction on the central plant expansion can only be estimated. The estimated cost to construct the central plant expansion is \$6,805,000, which includes cost of underground fuel oil facilities and transfer system, which are now in operation, as designed by Wm. E. Wallis and Associates, installed by Seller pursuant to a letter agreement dated August 28, 1975. Seller shall be responsible for advancing such costs of construction, whether more or less than estimated, and Seller shall be reimbursed by the Board by means of the rate schedule provided herein.

"Seller promptly commenced the construction contemplated, and has and will diligently pursue and continue construction until the expansion of the central plant is completed, subject to interruption in the work brought about by causes beyond the control of Seller.

"The central plant expansion shall maintain the same general architectural appearance as the original plant and the construction shall be substantially in accordance with preliminary plans prepared by Lockwood, Andrews & Newnam, Inc., Consulting Engineers, and approved by the Board's authorized representative, the Director of the Office of Facilities Planning & Construction. The Board may arrange to have an inspector on the job site to verify that construction is proceeding in accordance with the plans and specifications."

IV.

DESIGN CRITERIA:

To the extent that Article 2 of the Service Agreement deals with design criteria applicable to the existing central plant, the parties acknowledge that such requirements have been satisfied. The design criteria applicable to the central plant expansion shall be generally in conformity with the design criteria applicable to the existing central plant except as modified by the plans and specifications prepared by Lockwood, Andrews & Newnam, Inc., or as modified with approval of the authorized representatives of the parties hereto. Also since the Board has installed primary metering and switchgear elsewhere,

associated with the central electrical system of the school, it is agreed that the last paragraph of Article 2 of the Service Agreement shall be of no further effect and is hereby deleted therefrom.

V.

QUANTITY AND QUALITY OF SERVICE:

The term "40°F" as it appears in the third line of the first paragraph of Article 5, "Quantity and Quality of Service", of the Service Agreement shall be changed to read "42°F, provided no unreasonable loss of humidity control is suffered by Board"; and the figure "150 psig" appearing in the second line of the second paragraph of Article 5 shall be changed to read "250 psig".

VI.

RETURN OF CHILLED WATER AND STEAM CONDENSATE:

The figure "\$1.25" in the second line of subparagraph d. of Article 6, "Return of Chilled Water and Steam Condensate", of the Service Agreement shall be changed to read "\$2.25".

VII.

METERING EQUIPMENT: POINT OF DELIVERY:

The three (3) paragraphs of Article 7, "Metering Equipment: Point of Delivery", of the Service Agreement shall be amended to read as follows:

"7. Metering Equipment: Point of Delivery. Equipment for measuring and metering the chilled water and steam delivered and condensate returned and waste heat recovered shall be located in the central plant and shall be maintained by Seller accurate within plus or minus two-percent (2%) at all normal conditions. Present delivery points are designated on Exhibit "II". Circulation of chilled water, steam and condensate through the system of the buildings shown on Exhibit "II" to and from delivery points shall be the responsibility of Board. It is further agreed that the meters presently installed in the existing buildings being served from the central plant shall be the property of Board."

VIII.

RATES FOR CHILLED WATER AND STEAM:

The parties hereto acknowledge that the central plant expansion contemplated hereby is an expansion coming within the provisions of Article 14 of the Service Agreement; therefore, the provisions of the Service Agreement now in effect, including the rate provisions set out in Article 9 and Article 10 and the amendments previously effected by the letter agreement dated June 30, 1975, shall continue in effect until the effective date. Thereafter, and beginning with the effective date, the following rate schedule shall govern the charges for chilled water and steam made available and/or delivered to Board from the central plant and distribution system:

"Rate Schedule. Subject to adjustment as hereinafter provided, Board shall pay to Seller for the chilled water and steam made available and/or delivered from the central plant and distribution system to buildings comprising the University of Texas Health Science Center at Dallas, as described in Exhibit "I" hereof, on a monthly basis, an amount equal to the sum of the following:

1. A fixed monthly charge equal to \$212,600.
2. \$0.0669 per ton hour of chilled water delivered from steam operated chillers.
3. \$0.0193 per ton hour of chilled water delivered from engine driven chillers.
4. \$3.015 per million BTU of steam.

From such amount, the Board shall be entitled to a credit of \$2.80 per MMBTU of recovered waste heat from engine driven chillers. As used herein, the

term "ton-hour" means 12,000 BTU, and the term "BTU" means British Thermal Unit. The monthly charges set out above in subparagraph 2, 3 and 4 shall be decreased or increased, as the case may be, as follows:

a. By an amount equal to the increase or decrease in cost of electricity purchased for use in the central plant during the monthly billing period from a base amount equal to the number of KWH so purchased, priced at \$0.035 per KWH. The term "KWH" shall mean kilowatt hour.

b. By an amount equal to the increase or decrease in cost of fuels used in the central plant during the primary fuel billing period immediately preceding the current monthly billing period from a base amount equal to the number of BTU's used, priced at \$2.00 per million BTU. The term "primary fuel billing period" shall mean the monthly billing period for natural gas.

c. By an amount equal to the increase or decrease in cost of water utilized in the central plant during the monthly billing period immediately preceding the current monthly billing period from a base amount equal to the number of gallons used, priced at \$0.75 per thousand gallons.

d. By an amount equal to eight and thirty-three hundredths percent (8.33%) of the difference between (i) the actual taxes (other than Federal Income Taxes) charged, paid or accrued in the most recent taxable year and (ii) a tax base of \$51,220 shall be added to or deducted from amounts due Seller. If customers other than Board are served from the central plant, the amount to be added to or deducted from the rate shall be a prorata part based on the total dollar sales volume to each customer.

e. By an amount equal to \$180.00 for each one percent (1%) increase or decrease, as the case may be, in the average cost of labor prevailing for manufacturing employees in the Dallas labor market for the month of December of the preceding year from the average cost of labor prevailing in the Dallas labor market for December 1976. Fractional percentages shall be proportionally applied. The average cost of labor prevailing for manufacturing employees in the Dallas labor market shall be determined by references to and in conformance with the Index of Gross Average Hours and Earnings in the Dallas Metropolitan Area published by the Texas Employment Commission in cooperation with the United States Bureau of Labor Statistics.

f. By \$16.85 for each one thousand dollars (\$1,000) the cost of expanding the central plant is over or under the estimated cost of \$6,805,000.

To determine the proportion of utility escalation costs in the above paragraphs a., b. and c. to be borne by Board, the total equivalent MMBTU (million BTU) used by Board in the preceding month, including steam, will be divided by the total equivalent MMBTU, including steam, sold from the plant and multiplied by the total utility escalation costs. Each ton hour of refrigeration sold will be considered the equivalent of 0.008 MMBTU."

IX.

Article 11, "Statement for Charges; Payment of the Service Agreement" shall be amended by adding the following to Article 11:

"Amounts unpaid after forty-five (45) days shall bear interest on the unpaid balance equal to the prime rate plus 1/2% established by the Republic National Bank at Dallas until payment is made."

X.

INABILITY TO PERFORM

Article 18, "Inability to Perform", of the Service Agreement shall be amended by adding the following to Article 18:

"The term 'retire primary indebtedness' shall mean 'pay to Seller the amount of Seller's net book investment at the time of takeover'. The term 'net book investment' is defined as the capital cost of plant and equipment when installed, less accumulated straight-line depreciation over the term of this Service Agreement. Such payment to Seller shall be made monthly in accordance with Article 11 except that the Board shall render Seller a monthly statement."

XI.

RIGHT OF PURCHASE

Article 19, "Right of Purchase", of the Service Agreement shall be deleted in its entirety.

XII.

NOTICES:

Article 22, "Notices", of the Service Agreement shall be deleted in its entirety and the following shall be substituted for and in lieu thereof:

"22. Notices. All notices and statements required hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, postage prepaid, if properly addressed as follows:

If to Board: The University of Texas Health Science Center
at Dallas, Texas 75235

If to Seller: Lone Star Energy Company
P. O. Box 2820
Dallas, Texas 75221

Either party may, by written notice to the other, change its address for purposes of notices and bills hereunder."

XIII.

RECOVERY OF COSTS NOT INCLUDED IN RATES:

The following Article 31 shall be added to the Service Agreement:

"31. Recovery of Costs not Included in Rates. The parties hereto agree that Board shall adjust its reimbursement to pay Seller for a portion of any change in costs incurred by Seller as a result of any rules, regulations or laws imposed on Seller by local, state or federal governments or any agency thereof, except for fines and penalties assessed against Seller by said governmental agency by reason of willful or negligent acts within the control of Seller. The portion to be reimbursed by Board shall be determined by dividing the total equivalent MMBTU used by Board in the most recent calendar year by the total equivalent MMBTU sold from the plant in the most recent calendar year."

XIV.

DISTRIBUTION SYSTEM:

It is recognized that the central plant, when expanded, will have more production capacity than the present distribution system can accommodate; and at some time in the future, additional distribution system capacity may be required by the Board. Prior to expansion of the distribution system by Seller, the expansion to be made and rate adjustment to compensate Seller therefor should be agreed upon between the parties.

XV.

EFFECT:

The Service Agreement dated June 8, 1970, as previously amended prior to the date hereof, subject to the modifications and amendments made hereby, shall be deemed to be in full force and effect and continued during the remaining term thereof. It is recognized that this Amendment and Modification Agreement was actually made and entered into as of the date hereof; however, this Amendment and Modification Agreement shall be deemed to be effective retroactive from November 24, 1976, except that Articles V, VI, VII, VIII, IX, X, XI, XII, XIII and XIV shall be deemed to be operational effective on and after the "effective date", as defined herein. For the purposes hereof, the "effective date" shall mean the first day of the month following the date of issuance of a Certificate of Completion by Lockwood, Andrews and Newnam, Inc., which is finally accepted by the Director of Facilities Planning and Construction of the University of Texas System for the Board, even though such acceptance may be conditional.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and delivered in quadruplicate originals as of the day and year first hereinabove written.

ATTEST:

LONE STAR ENERGY COMPANY

Levi S. Andrews
Assistant Corporate Secretary

By *[Signature]*
Vice President

ATTEST:

BOARD OF REGENTS OF
THE UNIVERSITY OF TEXAS SYSTEM

By _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

James C. McCoy
University Attorney

[Signature]
President
The University of Texas System
AFP *[Signature]*

EXHIBIT I
BUILDINGS SERVED FROM CENTRAL PLANT

<u>BUILDING INDEX</u>	<u>NAME</u>
A	Entry Pavilion
B	Eugene McDermott Academic Administration Building
C	Tom & Lula Gooch Auditorium & Cafeteria Building
D	Eugene McDermott Plaza Building
E	Fred F. Florence Bioinformation Center
F	Edward H. Cary Basic Science Building
G	Karl Hoblitzelle Clinical Science Building
H	Dan Danciger Research Building
J	Harry S. Moss Clinical Science Building
K	Philip R. Jonsson Basic Science Research Building
L	Cecil H. & Ida Green Science Building
M	Skillern Student Union Building
N	Ophthalmology Building
P	Physical Plant Buildings
S	Service Building

*Exhibit II designates
points of delivery to -*

11. GALVESTON MEDICAL BRANCH (GALVESTON MEDICAL SCHOOL) - LEARNING CENTER (INCLUDING ADDITION OF FLOORS 3, 4, 5 AND 6 SUBJECT TO AVAILABILITY OF FUNDS): REQUEST FOR APPROVAL OF FINAL PLANS, FOR AUTHORIZATION TO ADVERTISE FOR BIDS AND FOR ADDITIONAL APPROPRIATION.--

BACKGROUND INFORMATION

In accordance with authorization given at the Regents' meeting held February 11, 1977, final plans and specifications have been prepared for the Learning Center at The University of Texas Medical Branch at Galveston by the Project Architect Kenneth Bentsen and Associates, Houston, Texas.

The completed project will provide instructional and continuing education facilities, and facilities for educational resources, including medical illustration, medical electronics and television, at an estimated base bid cost of \$6,000,000. Subject to availability of gift funds, additive alternates totaling approximately \$3,800,000 may be provided to complete the project of 86,000 square feet at an estimated total project cost of \$9,800,000. Funds in the amount of \$250,000 have been previously appropriated.

RECOMMENDATIONS

President Levin and System Administration recommend that the Board:

- a. Approve final plans and specifications for the Learning Center at the Galveston Medical Branch, at an estimated total project cost of \$9,800,000, including the addition of floors 3, 4, 5 and 6, subject to availability of funds
- b. Authorize the Director of the Office of Facilities Planning and Construction to advertise for bids in such a manner to secure a base bid, alternate one for shelling four additional floors, and separate alternates for the completion of each of the four additional floors. Results of bids will be reported to the Board at a future meeting with recommendations for the action to be taken at that time
- c. Approve an additional appropriation in the amount of \$200,000 from Medical Branch Plant Funds - Learning Center to cover fees and miscellaneous expenses through the completion of final plans and specifications.

12. GALVESTON MEDICAL BRANCH (GALVESTON HOSPITALS) - RENOVATION AND ADDITION TO GRAVES HOSPITAL (PROJECT NO. 601-377): REQUEST TO APPROVE PRELIMINARY PLANS FOR ADDITION ONLY, TO INCREASE SCOPE SUBJECT TO AVAILABILITY OF FUNDS, TO SUBMIT TO COORDINATING BOARD AND TEXAS HEALTH FACILITIES COMMISSION, TO PREPARE FINAL PLANS AND TO APPROPRIATE ADDITIONAL FUNDS.--

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on December 16, 1977, preliminary plans and specifications for the Addition to Graves Hospital at The University of Texas Medical Branch at Galveston have been prepared by the Project

Architect, Koetter, Tharp, Cowell and Bartlett, Houston, Texas. These plans and specifications provide for an addition of approximately 51,600 square feet within the previously authorized total project cost of \$4,978,000. Renovation of the existing building will be deferred until the new space can be occupied and the present hospital can be vacated.

Graves Hospital is the only State General Psychiatric Facility available to Physicians and County Judges for referral of patients requiring acute or emergency psychiatric care. The urgency for this facility was underscored by the finding of the Joint Commission on Accreditation of Hospitals that it failed to meet Life Safety Code Standards. Timely completion of the project is essential for continued accreditation of teaching and resident training programs. The demolition of the Randall Pavilion to make way for the Texas Department of Corrections Hospital is dependent upon use of Graves Hospital as a replacement facility.

Studies by the Galveston Medical Branch Administration and the Office of Facilities Planning and Construction indicate that it would be prudent at this time to expand the design of the new construction to include an additional floor. This additional 13,000 square feet of space would provide the Department of Psychiatry with its minimum needs for expansion and more adequately compensate for the loss of the Randall Pavilion. This fifth level addition could be prepared as an additive alternate proposal, subject to availability of funds at an estimated cost of \$988,000.

The new space would cost approximately \$4.57 per square foot per year for maintenance and operation including utilities, based on Fiscal Year 1977 experience. It would to some extent be offset by reduced maintenance and operation costs which would eventually result when the Randall Pavilion is demolished.

RECOMMENDATIONS

President Levin and System Administration recommend that the Board:

- a. Approve the preliminary plans and specifications for the Addition to Graves Hospital and authorize preparation of plans and specifications for a fifth floor which would be bid as an additive alternate, at a new estimated total project cost of \$5,966,000, subject to availability of funds
- b. Authorize submission of the project to the Coordinating Board, Texas College and University System, and the Texas Health Facilities Commission and authorize the Project Architect concurrently to prepare final plans and specifications for consideration of the Board of Regents at a future meeting
- c. Appropriate additional funds in the amount of \$200,000, from Medical Branch Unexpended Plant Funds Project Allocation, for fees and related project expenses through completion of final plans and specifications.

13. GALVESTON MEDICAL BRANCH (GALVESTON HOSPITALS) - TEXAS DEPARTMENT OF CORRECTIONS HOSPITAL INCLUDING HOUSING FOR GUARDS (PROJECT NO. 601-385): REQUEST FOR APPROVAL OF PRELIMINARY PLANS, FOR AUTHORIZATION TO SUBMIT TO TEXAS HEALTH FACILITIES COMMISSION AND TO PREPARE FINAL PLANS; REQUEST FOR APPROVAL OF SITE FOR HOUSING GUARDS AND FOR AUTHORIZATION TO PREPARE PRELIMINARY PLANS.--

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meetings on July 29, 1977, and September 16, 1977, preliminary plans and specifications for the construction of the Texas Department of Corrections Hospital at The University of Texas Medical Branch at Galveston have been prepared by the Project Architect, Bernard Johnson, Inc., and Jessen Associates, Inc., A Joint Venture. These plans and specifications provide approximately 300,000 square feet containing inmate patient beds, diagnostic and treatment facilities, ancillary services, inmate worker and guard housing, and administrative areas within a facility designed to interface optimum health care delivery, teaching, and research opportunities with maximum security provisions. The estimated total project cost is within the \$40,000,000 Legislative appropriation. During the programming and design development of the project, the Texas Department of Corrections has requested that married housing and bachelor officers' quarters for security guards be provided at a location remote from the Hospital site. This will avoid the security problem of extraneous traffic within the Hospital Facility, and be more in keeping with the standard of housing provided TDC personnel at their other installations. The Medical Branch Administration, the Office of Facilities Planning and Construction, and the Project Architects recommend that the Guard Housing be located on a one-half block site bounded by Twelfth and Thirteenth Streets, Mechanic and Texas Avenue at the remote west end of the campus. This location is not in conflict with any proposed land use on the Long Range Campus Development Plan.

This new hospital space would cost approximately \$4.57 per square foot per year for maintenance and operation, including utilities, based upon Fiscal Year 1977 experience. Interagency payment of maintenance and operation costs to the University Medical Branch are authorized.

RECOMMENDATIONS

President Levin and System Administration recommend that the Board:

- a. Approve the preliminary plans and specifications for the Texas Department of Corrections Hospital at an estimated total project cost of \$40,000,000 from Legislative appropriations, and authorize the submission of the project to the Texas Health Facilities Commission
- b. Approve the site between Twelfth and Thirteenth Streets, Mechanic and Texas Avenue for remote TDC Guard Housing and authorize the Project Architect to prepare preliminary plans on the housing for consideration of the Board at a future meeting
- c. Authorize the Project Architect to prepare final plans and specifications on the Hospital for consideration of the Board of Regents at a future meeting.

14. SAN ANTONIO HEALTH SCIENCE CENTER: EXPANSION OF BASIC SCIENCE TEACHING SPACE (PROJECT NO. 402-381) - PRESENTATION OF PRELIMINARY PLANS FOR LECTURE HALLS AND REQUEST TO PREPARE FINAL PLANS, AND TO APPROPRIATE ADDITIONAL FUNDS THEREFOR.--

BACKGROUND INFORMATION

The 65th Legislature appropriated \$9,262,500 for the Expansion of Basic Science Teaching Space at The University of Texas Health Science Center at San Antonio. Subsequently, the Board has awarded \$3,882,439 of work which is now underway.

As the next phase of the Expansion of Basic Science Teaching Space preliminary plans and specifications for the construction of Lecture Halls have been prepared by the Project Architect, Phelps & Simmons & Garza and Bartlett Cocke & Associates, Inc., San Antonio, Texas, in accordance with authorization of the Board of Regents at its meeting on July 29, 1977. These plans and specifications provide approximately 21,000 square feet for two lecture rooms with a capacity of 300 students each and additional excavation of 14,250 square feet at the lower level available for future completion, at an estimated total project cost of \$2,250,000 to be funded \$450,000 from the Legislative appropriation and \$1,800,000 from San Antonio Health Science Center Unexpended Plant Funds. The remaining balance of the Legislative appropriation will be used for the completion of the Basic Science Space.

The new space will cost approximately \$4.48 per square foot per year for maintenance and operation, including utilities, based on Fiscal Year 1977 experience.

RECOMMENDATIONS

President Harrison and System Administration recommend that the Board:

- a. Approve the preliminary plans and specifications for the Lecture Halls at an estimated total project cost of \$2,250,000
- b. Authorize the Project Architect to prepare final plans and specifications for consideration of the Board of Regents at a future meeting
- c. Appropriate \$1,800,000 from San Antonio Health Science Center Unexpended Plant Funds to provide for the total project.

15. UNIVERSITY CANCER CENTER (M. D. ANDERSON) - REMODELING OF PRESENT BUILDING (PROJECT NO. 703-291) PHASE II: REQUEST FOR APPROVAL OF FINAL PLANS AND SPECIFICATIONS AND FOR AUTHORIZATION TO ADVERTISE FOR BIDS.--

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meetings on July 9, 1976, and April 15, 1977, final plans and specifications for the Phase II Remodeling of the M. D. Anderson Hospital Present Building at The University of Texas System Cancer Center have been prepared by the Project Architect, Kenneth Bentsen and Associates, Houston, Texas.

This Phase II Remodeling project improves the existing second, third, fifth and sixth floor nursing wings and 4 existing elevators at an estimated construction cost of \$9,200,000.

To accommodate hospital operational functions and to minimize increasing inflation, it is now timely to proceed with the Phase II Remodeling. The contract award of the Phase I Remodeling approved at the April 1977 Regents' meeting is approximately 35% complete.

As funding becomes available, final plans for additional remodeling phases will be brought to the Board for consideration for the rehabilitation work on the first floor and the remaining spaces on the second, third and fifth floors of the existing building.

RECOMMENDATIONS

President Clark and System Administration recommend that the Board:

- a. Approve the final plans and specifications for the Phase II Remodeling of the Present Building of M. D. Anderson Hospital at an estimated total project cost of \$10,362,600
- b. Authorize the Office of Facilities Planning and Construction to advertise for bids which will be presented to a future Board meeting for consideration.

16. TYLER HEALTH CENTER - CHAPEL ADDITION: REQUEST FOR PROJECT, AUTHORIZATION TO AMEND MASTER PLAN, APPOINTMENT OF PROJECT ARCHITECT TO PREPARE PRELIMINARY PLANS, AND APPROPRIATION.--

BACKGROUND INFORMATION

Pastoral, counseling and volunteer services at the Tyler Health Center are limited because of the lack of adequate facilities. The Building Advisory Committee has analyzed these program needs and with assistance has developed a project for a new, small facility which could be located adjacent to the new hospital now under construction. This facility of approximately 3,800 square feet with an estimated total project cost of \$360,000 would provide an all faith chapel, counselor and volunteer offices, instructional space, conference rooms for teaching and group therapy and concurrently provide facilities for community and staff meetings or other special events. It is contemplated that private gifts will be obtained for the construction of the chapel. Completion of preliminary plans would greatly assist in the solicitation of donors.

The Master Plan for the Tyler Health Center which was submitted to the Coordinating Board, Texas College and University System, in December 1977 does not include a project for the chapel. Consequently, the Master Plan will need to be amended to include this facility.

RECOMMENDATIONS

Superintendent Hurst and System Administration recommend that the Board:

- a. Authorize an amendment to the Master Plan for the Tyler Health Center to provide for a Chapel Addition
- b. Authorize construction of a chapel and related facilities at The University of Texas Health Center at Tyler at an estimated total project cost of \$360,000, subject to the availability of funds
- c. Appoint Page Southerland Page, the architects for the additions presently under construction, as the project architect to prepare preliminary plans and a cost estimate to be presented to the Board for consideration at a later meeting
- d. Appropriate \$6,000 from Account No. 630-0201-7150, Mae Alice Wiley Fund, for fees and related expenses through completion of preliminary plans.

17. U. T. AUSTIN: ROBERT LEE MOORE HALL - FUSION RESEARCH CENTER - THE TEXAS EXPERIMENTAL TOKAMAK (TEXT) PROJECT (PROJECT NO. 102-391) - PRESENTATION OF PRELIMINARY PLANS; REQUEST TO SUBMIT TO COORDINATING BOARD; SUBJECT TO COORDINATING BOARD APPROVAL, REQUEST TO PREPARE FINAL PLANS

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on September 16, 1977, preliminary plans and specifications for the construction of The Fusion Research Center at The University of Texas at Austin have been prepared by the Project Engineer, Bovay Engineers, Inc., Austin, Texas. The scope of this project includes interior modifications of the existing 7,500 square foot underground laboratory, construction of approximately 1,308 gross square feet of new underground vault space, and site modifications to accommodate the new and larger Tokamak machine and ancillary equipment. A total project cost of \$756,000 has been estimated for these modifications. The amount of \$60,000 for fees and miscellaneous expenses through final plan preparation has been previously appropriated as an advance from Interest on Construction Funds to be repaid from a future appropriation of Federal Grant Funds. The grant award includes funds for general maintenance and operational requirements.

RECOMMENDATIONS

President Rogers and System Administration recommend that the Board:

- a. Approve the preliminary plans and specifications for the U. T. Austin Fusion Research Center at Robert Lee Moore Hall at an estimated total project cost of \$756,000, and authorize the submission of the project to the Coordinating Board, Texas College and University System
- b. Subject to the approval of the Coordinating Board, authorize the Project Engineer to prepare final plans and specifications for consideration of the Board of Regents at a future meeting.

**BUILDINGS AND GROUNDS COMMITTEE
EMERGENCY ITEMS
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U. T. SYSTEM

18. Ashbel Smith Hall - Completion of Fifth Floor: Recommended Award of Contracts for Furniture and Furnishings to Rockford Furniture and Carpets, Inc., Austin, Texas, and to San Antonio Floor Finishers, Inc., San Antonio, Texas

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U. T. DALLAS

19. Phase III Fine Arts Building - Initial Studio Facilities: Recommended Contract Awards for Furniture and Furnishings to Rockford Furniture & Carpets, Inc., Austin, Texas; Clegg/Austin, Inc., Austin, Texas; Stewart Office Supply Co., Dallas, Texas; and Abel Contract Furniture & Equipment Co., Inc., Austin, Texas; and Additional Appropriation Therefor

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U. T. EL PASO

20. Repair, Rehabilitation and Additions to El Paso Centennial Museum: Recommended Contract Award to C. A. Goetting Company, Inc., El Paso, Texas

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HOUSTON HEALTH SCIENCE CENTER

21. Facilities Control and Monitoring System (Formerly Central Data Acquisition System) for Dental Branch Building, Speech and Hearing Institute Building and Phase I Building of Public Health School: Recommended Award of Contract to Burns International Security Services, Inc., Houston, Texas, and Appropriation Therefor

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18. U. T. SYSTEM: ASHBEL SMITH HALL - COMPLETION OF FIFTH FLOOR (PROJECT NO. 101-396) - RECOMMENDED AWARD OF CONTRACTS FOR FURNITURE AND FURNISHINGS TO ROCKFORD FURNITURE AND CARPETS, INC., AUSTIN, TEXAS, AND SAN ANTONIO FLOOR FINISHERS, INC., SAN ANTONIO, TEXAS

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on December 16, 1977, bids for Furniture and Furnishings were called for and were received, opened and tabulated on May 23, 1978, as shown below for Completion of Fifth Floor, Ashbel Smith Hall, The University of Texas System in Austin. Bids were in response to specifications prepared by the Office of Facilities Planning and Construction. The funds necessary to cover these contract awards are available in the Furniture and Equipment Account for this project.

<u>Bidder</u>	<u>Base Bid "A"</u>	<u>Base Bid "B"</u>	<u>Base Bid "C"</u>	<u>Bidder's Bond or Cashier's Check</u>
Abel Contract Furniture and Equipment Co., Inc., Austin, Texas	\$40,998.00	\$6,700.00	No Bid	B.B. 5%
Bexar Floor Covering Company, San Antonio, Texas	No Bid	No Bid	\$10,270.00	B.B. 5%
Carpet Services, Inc., Dallas, Texas	No Bid	No Bid	9,340.00	B.B. 5%
Custom Interior Contractors, Houston, Texas	No Bid	8,424.82	No Bid	C.C. \$425.00
Rockford Furniture & Carpets, Inc., Austin, Texas	35,976.28	6,457.14	9,331.80	B.B. 5%
San Antonio Floor Finishers, Inc., San Antonio, Texas	No Bid	No Bid	9,043.00	B.B. 5%

RECOMMENDATIONS

System President Walker and System Administration recommend that the Board award the contracts for Furniture and Furnishings to the lowest responsible bidders as follows:

Rockford Furniture & Carpets, Inc., Austin, Texas

Base Bid "A" (General Items) \$35,976.28

Base Bid "B" (Metal Items) 6,457.14

Total Contract Award to Rockford Furniture & Carpets, Inc. \$42,433.42

San Antonio Floor Finishers, Inc., San Antonio, Texas

Base Bid "C" (Carpet) 9,043.00

GRAND TOTAL RECOMMENDED CONTRACT AWARDS \$51,476.42

19. U. T. DALLAS: PHASE III FINE ARTS BUILDING - INITIAL STUDIO FACILITIES (PROJECT NO. 302-372) - RECOMMENDED AWARD OF CONTRACTS FOR FURNITURE AND FURNISHINGS TO ROCKFORD FURNITURE & CARPETS, INC., AUSTIN, TEXAS; CLEGG/AUSTIN, INC., AUSTIN, TEXAS; STEWART OFFICE SUPPLY CO., DALLAS, TEXAS; AND ABEL CONTRACT FURNITURE & EQUIPMENT CO., INC., AUSTIN, TEXAS; AND ADDITIONAL APPROPRIATION THEREFOR

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on February 11, 1977, bids for Furniture and Furnishings were called for and were received, opened and tabulated on May 24, 1978, as shown on the attached sheet for Phase III Fine Arts Building - Initial Studio Facilities at The University of Texas at Dallas. Bids were in response to specifications prepared by the Office of Facilities Planning and Construction.

For Base Proposal "A" (Classroom Chairs), only one bid was received out of fifteen solicitations. A poll of the bidders solicited indicated that five were too busy with other work, six were unable to get responses from their factory suppliers, and three were geographically too far from the work site to compete. The one bid received was within the estimated cost, and is in the best interest of the University to accept.

For Base Proposal "E" (Kitchen Furnishings), no bids were received out of fifteen solicitations. A poll of the bidders solicited indicated that five were too busy with other work, five did not choose to bid because the work is unfamiliar to them, four were geographically too far from the work site to compete and one bid was lost in the mail.

RECOMMENDATIONS

President Jordan and System Administration recommend that the Board:

- a. Award contracts for Furniture and Furnishings to the lowest responsible bidders as follows:

Rockford Furniture & Carpets, Inc., Austin, Texas	
Base Bid "A" (Classroom Chairs)	\$1,426.00
Base Bid "D" (Desks & Files)	<u>6,269.24</u>
Total Contract Award to Rockford Furniture & Carpets, Inc.	\$ 7,695.24
Clegg/Austin, Inc., Austin, Texas	
Base Bid "B" (Gallery Chairs)	5,826.56
Stewart Office Supply Co., Dallas, Texas	
Base Bid "C" (Desk Chairs)	6,175.17
Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	
Base Bid "F" (Miscellaneous Items)	<u>27,963.95</u>
GRAND TOTAL RECOMMENDED CONTRACT AWARDS	<u>\$47,660.92</u>

- b. Authorize purchase of the Kitchen Furnishings in Base Proposal "E" through local institutional procurement, inasmuch as rebidding would probably not produce improved results
- c. Appropriate \$23,610.92 from Unexpended Plant Funds (UTD Account No. 9399-00) to cover the additional equipment included in the recommended contract awards.

FURNITURE AND FURNISHINGS FOR PHASE III FINE ARTS BUILDING -
 INITIAL STUDIO FACILITIES - THE UNIVERSITY OF TEXAS AT DALLAS, RICHARDSON, TEXAS
 Bids Received at 2:00 p.m., Central Daylight Saving Time, Wednesday, May 24, 1978, at the
 Office of Facilities Planning and Construction, The University of Texas System, Austin, Texas

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<u>Bidder</u>	<u>Base Bid "A"</u>	<u>Base Bid "B"</u>	<u>Base Bid "C"</u>	<u>Base Bid "D"</u>	<u>Base Bid "E"</u>	<u>Base Bid "F"</u>	<u>Bidder's Bond or Cashier's Check</u>
Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	No Bid	No Bid	No Bid	No Bid	No Bid	\$27,963.95	B.B. 5%
Clegg/Austin, Inc., Austin, Texas	No Bid	\$5,826.56	\$6,232.68	No Bid	No Bid	No Bid	B.B. 5%
Metroplex Business Interiors, Inc., Dallas, Texas	No Bid	5,953.50	6,347.00	No Bid	No Bid	No Bid	B.B. 5%
Rockford Furniture & Carpets, Inc., Austin, Texas	\$1,426.00	No Bid	No Bid	\$6,269.24	No Bid	29,808.00	B.B. 5%
Stewart Office Supply Co., Dallas, Texas	No Bid	5,932.41	6,175.17	6,706.67	No Bid	No Bid	B.B. 5%

20. U. T. EL PASO: REPAIR, REHABILITATION AND ADDITIONS TO THE EL PASO CENTENNIAL MUSEUM (PROJECT NO. 201-383) - RECOMMENDED AWARD OF CONTRACT TO C. A. GOETTING COMPANY, INC., EL PASO, TEXAS

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on April 7, 1978, bids were called for and were received, opened and tabulated on May 24, 1978, as shown on the attached sheet, for the Repair, Rehabilitation and Additions to the El Paso Centennial Museum at The University of Texas at El Paso. 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.

The total project cost of \$735,500 has been previously appropriated and includes the sum of \$525,000 made available by the 65th Legislature.

RECOMMENDATIONS

President Templeton and System Administration recommend that the Board:

- a. Award the construction contract for the Repair, Rehabilitation and Additions to the El Paso Centennial Museum at U. T. El Paso to the lowest responsible bidder, C. A. Goetting Company, Inc., El Paso, Texas, as follows:

Base Bid	\$581,000
Additive Alternates:	
No. 1 Drive and Parking Lot Paving	9,376
No. 2 Replace Entrance Walks	2,960
No. 3 Vinyl Asbestos Tile in 4 Rooms	627
No. 4 Track Light System	<u>2,600</u>
Total Recommended Contract Award	<u>\$596,563</u>

- b. Approve a total project cost of \$735,500 to cover the recommended building construction contract award, movable furnishings and equipment, air balancing, fees and related project expenses.

REPAIR, REHABILITATION AND ADDITIONS TO THE EL PASO CENTENNIAL MUSEUM
 FOR THE UNIVERSITY OF TEXAS AT EL PASO
 Bids Received at 2:00 p.m., Mountain Time, Wednesday, May 24, 1978
 at The University of Texas at El Paso, El Paso, Texas

<u>Bidder</u>	<u>Base Bid</u>	<u>Add Alternates</u>				<u>Bidder's Bond</u>
		<u>Alt. #1</u>	<u>Alt. #2</u>	<u>Alt. #3</u>	<u>Alt. #4</u>	
C. A. Goetting Company, Inc., El Paso, Texas	\$581,000.00	\$9,376.00	\$2,960.00	\$627.00	\$2,600.00	5%
Ponsford Brothers, El Paso, Texas	627,800.00	15,300.00	2,150.00	610.00	2,600.00	5%
Prati & Prati General Contractors, Inc., El Paso, Texas	596,600.00	13,897.00	2,518.00	600.00	2,400.00	5%
Urban General Contractors, Inc., El Paso, Texas	667,000.00	9,600.00	2,100.00	620.00	2,600.00	5%

21. HOUSTON HEALTH SCIENCE CENTER: FACILITIES CONTROL AND MONITORING SYSTEM (FORMERLY CENTRAL DATA ACQUISITION SYSTEM - CDAS) FOR DENTAL BRANCH BUILDING, SPEECH AND HEARING INSTITUTE BUILDING AND PHASE I BUILDING OF PUBLIC HEALTH SCHOOL (PROJECT NO. 701-390) - RECOMMENDED AWARD OF CONTRACT FOR FACILITY CONTROL AND MONITORING SYSTEM TO BURNS INTERNATIONAL SECURITY SERVICES, INC., HOUSTON, TEXAS, AND APPROPRIATION THEREFOR

BACKGROUND INFORMATION

The 65th Legislature appropriated \$522,500 for expansion of the facilities control and monitoring system to include the Dental Branch Building, Speech and Hearing Institute Building and Phase I Building of Public Health School. The Board of Regents at their meeting of September 16, 1977, authorized the project and selection of the most advantageous method of securing proposals. To overcome sole source procurement problems, the design of an owner-managed, automated, electronic FCMS for fire alarm, security and environmental services was completed.

Bids were called for and were received, opened and tabulated on May 23, 1978, for the expansion of the Facility Control and Monitoring System (FCMS), for the above cited buildings, as shown below:

	Burns International Security Services, Inc., Houston, Texas	Honeywell, Inc. Houston, Texas	McCane-Sondock Energy Manage- ment Systems, Houston, Texas
Base Bid	\$345,575.00	\$445,352.00	\$355,268.00
Add Alternates			
No. 1	45,489.00	25,135.00	16,257.00
No. 2	5,295.00	9,260.00	6,675.00
No. 3	1,859.00	625.00	1,755.50
No. 4	79,332.00	226,550.00	29,108.00
No. 5A	8,750.00	42,000.00	2,998.00
No. 5B	8,750.00	31,000.00	11,904.00
No. 6	14,731.00	2,190.00	5,130.00
No. 7	74,335.00	2,105.00	1,011.00
Bidder's Bond	5%	5%	5%

Technical evaluation of the bids by the system designer shows that McCane-Sondock Energy Management System's proposal is not fully responsive in that there is no included cost for cabling and raceways for fire alarm or environmental services in any of the three buildings, no project management outline and no submittal of bidder qualifications. Moreover, with respect to a key additive alternate for expansion from 4,000 to 20,000 points, a portion of the equipment needed to satisfy this requirement has been omitted and the expansion is not possible as quoted. The design engineer recommends award to the lowest responsible bidder, Burns International Security Systems, Inc., Houston, Texas.

RECOMMENDATIONS

President Blocker and System Administration recommend that the Board:

- a. Award the FCMS contract for the cited buildings at the Houston Health Science Center to the lowest responsible bidder, Burns International Security Systems, Inc., Houston, Texas, as follows:

Base Bid	\$345,575
Additive Alternates	
No. 1 Profiles	45,489
No. 2 2nd Printer	5,295
No. 5b Graphic Slides	8,750
No. 6 Power Limiting	<u>14,731</u>
TOTAL RECOMMENDED CONTRACT AWARD	<u>\$419,840</u>

- b. Authorize the Office of Facilities Planning and Construction to exercise the option to negotiate the cost of desirable parts of unawarded additive alternates within remaining project funds and, if successful, issue a change order therefor
- c. Appropriate the \$522,500 legislative appropriation for the total project cost which includes the contract award, future work, other related work, fees, miscellaneous expenses and contingencies.

5/31/78

**Health Affairs
Committee**

HEALTH AFFAIRS COMMITTEE
Committee Chairman Law

Date: June 9, 1978

Time: Following the Meeting of the Buildings and Grounds Committee

Place: Regents' Meeting Room, Ninth Floor, Ashbel Smith Hall
Austin, Texas

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2. U. T. Arlington (School of Nursing): Proposed Affiliation Agreement with Dallas County Mental Health and Mental Retardation Center of Dallas, Texas	3
3. U. T. El Paso: Proposed Affiliation Agreements with: a. Texas Department of Human Resources, Children Services, El Paso, Texas b. Visiting Nurse Association of El Paso, Inc., El Paso, Texas c. Four Seasons Nursing Center of El Paso El Paso, Texas	10
4. U. T. San Antonio: Proposed Affiliation Agreement with Sports Medicine and Rehabilitation Clinic, Inc.	10
5. Dallas Health Science Center (Dallas Allied Health Sciences School): Proposed Affiliation Agreements with: a. Dallas Geriatric Research Institute, Dallas, Texas b. Four Seasons Nursing Home, Dallas, Texas c. Christian Center for the Aging, Irving, Texas d. Dallas Services for Visually Impaired Children, Dallas, Texas e. The Neighborhood Youth Services, Carrollton, Texas f. Methodist Hospital, Lubbock, Texas g. Baptist Medical Center Systems, Little Rock, Texas h. Lewisville Memorial Hospital, Lewisville, Texas	11
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7. Galveston Medical Branch (Galveston School of Allied Health Sciences): Proposed Affiliation Agreement with Harris County Hospital District, Houston, Texas	17

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a. City of Houston Health Department, Houston, Texas	
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f. St. Elizabeth Hospital, Houston, Texas	
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NOTE: The agreements recommended for approval by the Health Affairs Committee have been approved by the Office of General Counsel and are based on the model agreement adopted December 16, 1977, unless the document is included.

If any one of the agreements herein has been previously dated by those executing the agreement, then the Minute Order will read: "Approval was given to an affiliation agreement between the institute and the facility executed on date by the appropriate officials."

If no date is inserted and the document is executed by both parties, then the date of the Regents' meeting will be inserted and approval of the agreement reflected in the minutes.

Documentation

1. U. T. Arlington: Proposed Affiliation Agreements with Humana of Texas Inc. d/b/a/ Medical City Dallas Hospital, Dallas, Texas, and Texas College of Osteopathic Medicine, Fort Worth, Texas. --

Recommendation

It is recommended by President Nedderman and System Administration that affiliation agreements by and between the following facilities and The University of Texas at Arlington be approved.

- a. Humana of Texas Inc. d/b/a/ Medical City Dallas Hospital, Dallas, Texas
- b. Texas College of Osteopathic Medicine, Fort Worth, Texas

Purpose

Each agreement will permit additional educational facilities primarily for the nursing students at U. T. Arlington.

2. U. T. Arlington (School of Nursing): Proposed Affiliation Agreement with Dallas County Mental Health and Mental Retardation Center of Dallas, Texas. --

Recommendation

It is recommended by President Nedderman and System Administration that the affiliation agreement set out on Pages HAC 4-9 by and between The University of Texas at Arlington, School of Nursing, and the Dallas County Mental Health and Mental Retardation Center at Dallas, Texas, be approved.

Background Information

This agreement will permit additional educational facilities to be used for nursing students. The agreement, which does not precisely follow the standard affiliation agreement format previously approved by the Board of Regents, was developed with the assistance and approval of the Office of General Counsel and has been endorsed by the Office of Academic Affairs.

HEALTH CARE
EDUCATIONAL EXPERIENCE PROGRAM
AFFILIATION AGREEMENT

THIS AGREEMENT made the _____ day of _____, 19____, by and between the University of Texas at Arlington, School of Nursing ("University"), a component institution of the University of Texas System, ("System"), and Dallas County Mental Health and Mental Retardation Center ("Facility"), a community center authorized by Article 5547-203 V.A.C.S., having its principal office at 2710 Stemmons Freeway, 1200 Stemmons Tower North, Dallas, State of Texas.

WITNESSETH:

WHEREAS, Facility now operates several facilities located in the City of Dallas, State of Texas, and therein provides health care services for persons in need of such services; 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 participate in meaningful educational experiences as a part of an academic 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 (10) 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 appoint a person to serve for University as liaison (Liaison) to the faculty and students engaged in the Program; provided, however, that no person not having the prior written approval of Facility shall be appointed Liaison; and, in such connection, University shall furnish in writing to Facility (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 University to be Liaison, and within ten (10) days after receipt of same, Facility shall notify University of Facility's approval or disapproval of such person. In the event the Liaison become unacceptable to Facility after appointment, and Facility so notifies University in writing, University will appoint another person to serve as Liaison in accordance with the procedure stated in the first sentence of this sub-paragraph (c).

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 and the Board of Trustees for the Facility. 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.

This agreement is for a term of one year, and thereafter from year to year unless terminated by either party upon giving six months' advance notice in writing to the other party by certified mail.

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

ATTEST:

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

ALLAN SHIVERS, Chairman

Approved as to Form:

Approved as to Content:

W.D. Shultz
Attorney, Office of General
Counsel, The University of
Texas System

Carl Walker
President, the University of
Texas System

Ernest R. Amund
Vice President for Academic
Affairs, The University of
Texas System

ATTEST:

DALLAS COUNTY MENTAL HEALTH AND
MENTAL RETARDATION CENTER

Bob Carpenter
BOB CARPENTER
Executive Director

Doug Barnes
DOUG BARNES, Chairman
Board of Trustees

3. U. T. El Paso: Proposed Affiliation Agreements with (a) Texas Department of Human Resources, Children Services, El Paso, Texas, (b) Visiting Nurse Association of El Paso, Inc., El Paso, Texas, and (c) Four Seasons Nursing Center of El Paso, El Paso, Texas.--

Recommendation

It is recommended by President Templeton and System Administration that affiliation agreements by and between the following facilities and The University of Texas at El Paso, Texas, be approved:

- a. Texas Department of Human Resources, Children Services
El Paso, Texas
- b. Visiting Nurse Association of El Paso, Inc.
El Paso, Texas
- c. Four Seasons Nursing Center of El Paso, El Paso, Texas

Purpose

These agreements will permit additional educational facilities primarily for the nursing students at U. T. El Paso.

4. U. T. San Antonio: Proposed Affiliation Agreement with Sports Medicine and Rehabilitation Clinic, Inc.--

Recommendation

It is recommended by Acting President Wagener and System Administration that an affiliation agreement between The University of Texas at San Antonio and the Sports Medicine and Rehabilitation Clinic, Inc., San Antonio, Texas, be approved.

Purpose

This agreement will permit additional educational facilities primarily for students in the Division of Allied Health and Life Sciences, specifically in Physical Therapy, at U. T. San Antonio.

5. Dallas Health Science Center (Dallas Allied Health Sciences School): Proposed Affiliation Agreements with (a) Dallas Geriatric Research Institute, Dallas, Texas, (b) Four Seasons Nursing Home, Dallas, Texas, (c) Christian Center for the Aging, Irving, Texas, (d) Dallas Services for Visually Impaired Children, Dallas, Texas, (e) The Neighborhood Youth Services, Carrollton, Texas, (f) Methodist Hospital, Lubbock, Texas, (g) Baptist Medical Center Systems, Little Rock, Arkansas, and (h) Lewisville Memorial Hospital, Lewisville, Texas.--

Recommendation

It is recommended by President Sprague and System Administration that affiliation agreements by and between the following facilities and The University of Texas Health Science Center at Dallas, Dallas Allied Health Sciences School, be approved:

<u>Facility and Location</u>	<u>Programs for</u>
a. Dallas Geriatric Research Institute, Dallas, Texas	Department of Gerontology Services Administration
b. Four Seasons Nursing Home Dallas, Texas	Department of Gerontology Services Administration
c. Christian Center for the Aging, Irving, Texas	Department of Gerontology Services Administration
d. Dallas Services for Visually Impaired Children, Dallas, Texas	Department of Rehabilitation Science
e. The Neighborhood Youth Services, Carrollton, Texas	Department of Rehabilitation Science
f. Methodist Hospital, Lubbock, Texas	Department of Physical Therapy
g. Baptist Medical Center Systems Little Rock, Arkansas	Department of Physical Therapy
h. Lewisville Memorial Hospital Lewisville, Texas	Department of Physical Therapy

Purpose

System Administration notes that the agreements will provide educational opportunities for students in the School of Allied Health Sciences, specifically in the designated areas.

6. Dallas Health Science Center: Proposed Consultative Agreement (Affiliation Agreement) with Kuwait University, Country of Kuwait.--

Recommendation

President Sprague recommends that the proposed affiliation agreement set out on Pages HAC 13-16 between the Board of Regents of The University of Texas System and Kuwait University be approved. This agreement has been approved as to form and content by appropriate System officials subject to correction of a substantial error in paragraph 10 of the agreement as executed by Kuwait University. This error has been corrected by striking the number "6", and writing the number "5" in lieu thereof. This will require approval of such corrective amendment by Kuwait University, with such approval to be signified by the initials of the Rector, Kuwait University, written by him in the margin of page 4 of the agreement (Page HAC-16) opposite paragraph 10 thereof. The affiliation provides for consultative services to the medical college of Kuwait University to be furnished by faculty members of the Dallas Health Science Center.

System Administration believes that this agreement will permit The University of Texas to participate in the further development of a medical school for the country of Kuwait. Participation in these consultative activities will be of direct benefit to the faculty involved; therefore, System Administration supports the recommendation for approval with the above correction.

There will be no expense to the University.

CONSULTATIVE AGREEMENT

STATE OF TEXAS *
*
*
COUNTY OF DALLAS *

This MEMORANDUM OF UNDERSTANDING by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, an institution of higher education of Texas, hereinafter called "Board", and the UNIVERSITY OF KUWAIT, Kuwait, an institution of higher education in Kuwait, hereinafter called "University".

W I T N E S S E T H

WHEREAS, it is to the mutual advantage of both Board and University to enter into a cooperative arrangement regarding the development of high quality educational and research programs at the Medical College of the University of Kuwait, and

WHEREAS, the parties desire to reduce to writing certain principles of understanding in connection with a mutually advantageous medical program for both parties whereby Board will furnish consultative services in the areas of research and teaching in the Medical College in Kuwait:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Board and University for and in consideration of the mutual benefits do adopt, confirm and agree to the following Memorandum of Understanding:

1. Board hereby agrees to furnish University consultative services in the administrative, teaching and research areas for the Medical College of University located in Kuwait. All consultants shall be qualified in all respects and possess the requisite skills necessary to adequately and properly perform the services required under this agreement.

2. University hereby agrees to furnish the following services to all consultants at no cost or expense to any consultant or Board:

- a. Convenient, round trip, first-class air travel for all consultants traveling from the State of Texas to Kuwait and return. University will furnish such airline tickets through its embassy for consultants traveling to University, and will make all travel arrangements necessary to accomplish the same.
- b. University will provide meals and lodging for the consultants of Board while in Kuwait. All hotel reservations for Board personnel in Kuwait shall be made by University and such reservations shall be guaranteed to insure adequate housing for Board personnel.
- c. Ground transportation will be furnished all consultants of Board while they are in Kuwait, and drivers for automobiles will be furnished when feasible.

3. The Allocation of personnel from The University of Texas System to furnish the consultative services contemplated by this agreement, including the number to be utilized, the specialty to be furnished, and the period of time such services are to be rendered, shall be as agreed upon between the parties from time to time.

4. It is contemplated that special equipment and supplies may be necessary to fulfill the requirements of the consultants engaged in the teaching and research activities of University. It is agreed that this item of expense shall be that of University and shall be paid for by University.

5. All consultant fees paid by University for consultative services furnished pursuant to this agreement shall be paid to the University of Texas Health Science Center at Dallas pursuant to an appropriate contract between the parties covering the amount of fees to be paid for such services required and rendered by Board, and such other terms and conditions deemed appropriate by the parties.

6. If a consultant of Board is required by agreement of both parties to be at University for more than one month while rendering the consultative services required, then in that event, University, at no cost or expense to the consultant or Board, will furnish to the consultant's spouse (as well as to the consultant) those services described in paragraph 2 of this agreement.

7. All personnel of Board, in case of their illness or injury while in Kuwait pursuant to this agreement, while rendering services to University, shall be provided with necessary medical services and expenses, and University further agrees to pay all costs of such medical services.

8. All consultants of Board shall be apprised by the University of the laws and the customs of Kuwait before entering upon their duties under this agreement.

9. Board also agrees to furnish the University as a whole with consultation services in administration, training of University administrators, Library Services and in such other areas of need as may be determined by mutual agreement.

10. This agreement shall become effective on the date of its execution, or on the date of execution of the agreement contemplated by paragraph 5 of this agreement, whichever date last occurs, and shall continue for one year, and thereafter from year to year unless sooner terminated by either party upon giving six (6) months advance written notice to the other party.

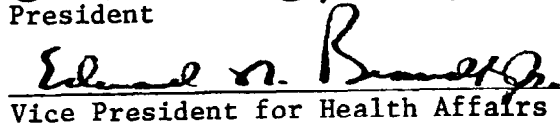
EXECUTED this 20th day of March, 1978

ATTEST:

Approved as to Content



President


Vice President for Health Affairs

Approved as to Form:


General Counsel

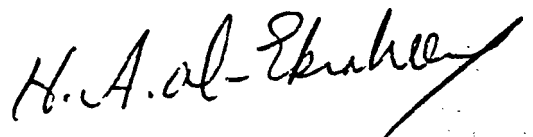
ATTEST:

BOARD OF REGENTS OF THE

UNIVERSITY OF TEXAS SYSTEM

BY _____
Chairman of the Board of Regents

KUWAIT UNIVERSITY



By _____
Rector, Kuwait University

7. Galveston Medical Branch (Galveston School of Allied Health Sciences): Proposed Affiliation Agreement with Harris County Hospital District, Houston, Texas.--

Recommendation

U.T. SYSTEM - President's Office

February 22, 1978

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

REC'D MAY 9 1978

TO _____ FOR INFO AND RETURN
TO _____ PLEASE ADVISE ME
BY _____ PLEASE HANDLE

Dear Mr. Walker:

The attached proposed Affiliation Agreement between The University of Texas Medical Branch at Galveston and the Harris County Hospital District is submitted for approval and submission to the Board of Regents for their approval at the June 9, 1978 meeting. This document has been approved by The University of Texas System's Legal Office and is acceptable to the Departments of Medical Record Administration, Occupational Therapy and Physical Therapy in The School of Allied Health Sciences, The University of Texas Medical Branch at Galveston. (Agreement on Pages HAC 18 - 30)

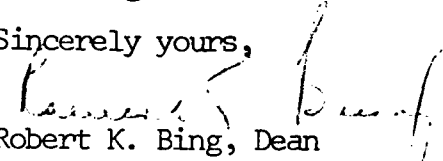
Background Information

The Harris County Hospital District, offering two settings for physical and occupational therapy students, provides excellent learning experiences in the acute care and rehabilitation facilities at the hospitals. In the past years this facility has greatly added to the quality of clinical experiences for the students from The School of Allied Health Sciences, The University of Texas Medical Branch at Galveston, and it is strongly felt that the continued use of Ben Taub and Jefferson Davis Hospitals is considered essential.

The Medical Record Administration preceptorship experience in the Harris County Hospital District utilizes the unique features of the District -- the two acute care institutions with a common record system and the jointly operated Neighborhood Health Centers, which also share a record system. This facility affords the medical record administration students an opportunity to work in a setting not duplicated in the immediate geographic area and thus provides the needed educational experience for our students.

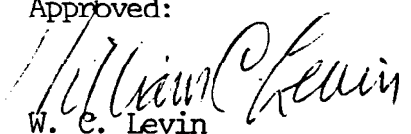
Your approval is respectfully requested for submission of this agreement to the Board of Regents for action at their June 9, 1978 meeting.

Sincerely yours,


Robert K. Bing, Dean

RKB:lmb
Enclosures

Approved:


W. C. Levin
President, UTMB
Date: 2/27/78

Approved:

E. D. Walker
President, UT System
Date: _____

SYSTEM ADMINISTRATION SUPPORTS THIS RECOMMENDATION
since it provides excellent experience for students in the Galveston
Allied Health Sciences School.

AGREEMENT TO AFFILIATION BETWEEN

THE UNIVERSITY OF TEXAS
MEDICAL BRANCH AT GALVESTON
(Medical Record Administration, Physical Therapy and Occupational Therapy)

AND

HARRIS COUNTY HOSPITAL DISTRICT

THIS AFFILIATION AGREEMENT made this 6th day of April, 19 78, by and between THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON ("University"), a component institution of THE UNIVERSITY OF TEXAS SYSTEM, on behalf of the University's School of Allied Health Sciences, and the HARRIS COUNTY HOSPITAL DISTRICT ("District") a political subdivision organized under the laws of the State of Texas, having its principal offices at District's administration building at 726 Gillette Street, in the City of Houston, State of Texas, WITNESSETH:

WHEREAS, District now owns and operates comprehensive health care facilities located at Ben Taub General Hospital and Jefferson Davis Hospital ("Hospitals") and numerous neighborhood clinics, all situated in Harris County, Texas, providing medical and hospital care for the indigent and needy residents of said Harris County, Texas; and

WHEREAS, University, through its School of Allied Health Sciences, provides an educational curriculum and program for its students with respect to the health care services of medical record administration, physical therapy and occupational therapy; and,

WHEREAS, it is mutually recognized that District and University have certain common objectives, namely (a) providing health care personnel of the highest caliber; (b) educating

and training health care personnel; (c) advancing knowledge in the field of health care; and (d) promoting personal and community health and education through the training of highly qualified medical record administrators, physical therapists and occupational therapists; and

WHEREAS, District and University recognize that these objectives can be accomplished in a larger measure and more effectively through affiliated operations in order to (1) facilitate the overall educational program in University by providing its students in medical record administration, physical therapy and occupational therapy with unique opportunities for learning experiences which will progress such students to advanced levels of performance, and (2) accomplish the fullest utilization of available teaching facilities and expertise with respect to health care services by increasing and expanding professional contacts between University's academic faculty members and District's professional personnel; and

WHEREAS, it is mutually recognized that District's primary function is to provide the best possible medical and hospital care for the indigent citizens of Harris County, including the provision of physical therapy and occupational therapy for hospital patients which is a well-established part of medical and hospital care; and

WHEREAS, it is the desire of both parties, and it is for the benefit of the citizens of Harris County, that District maintain health care programs for the care of its patients, and that it is essential, in order that District and University accomplish their common objectives, to establish and implement a program involving the association of said parties and their respective resources;

NOW, THEREFORE, for and in consideration of the premises, of the mutual benefits derived and to be derived therefrom, and of the provisions hereinafter set forth, District and University do hereby stipulate and agree as follows:

1. Separate Jurisdiction: University shall continue, as it has in the past, to operate its programs in health career education and other areas, and it shall retain all jurisdictional powers incident to its separate ownership and operation, including the plenary power to determine the general and fiscal policies of its educational programs and to appoint its administration, faculty and other personnel.

District shall retain over its facilities all jurisdictional powers incident to its separate ownership and operation, including the plenary power to determine the general and fiscal policies of its operations and to appoint its administration, professional staff and other personnel; provided, however, District shall in any and all events retain jurisdiction and authority over the supervision and administration of its hospitals and facilities, including all patient services occurring within any or all facilities of District.

2. Responsibilities of District: Except for certain acts to be performed by University pursuant to the expressed provisions of this agreement, District hereby agrees, at its sole cost and expense, to furnish the premises and all ancillary services and equipment necessary for and to conducting the Medical Record Administration Educational Experience Program, Physical Therapy Educational Experience Program and the Occupational Therapy Educational Experience Program (hereinafter called "Programs").

Furthermore, in connection with such programs, District agrees:

(a) To permit the authority or authorities responsible for accreditation of University's curriculum regarding programs, to inspect all facilities, services and other things provided by District pursuant to this agreement, and to inspect all information maintained by District in connection with programs and the participants therein, at such reasonable times as may be requested by University.

(b) To comply with all federal, state and local laws, ordinances, rules and regulations applicable to performance by District of its obligations under this agreement.

(c) To provide equally to each student of University participating in programs with emergency health care, but not to exceed the cost to District of one hundred dollars (\$100.00), with respect to injuries sustained in any of District's hospitals or facilities.

(d) To continue to operate its hospitals and other facilities in a manner and within such standards as are consistent with District's purpose of providing the highest quality patient care available, and, to such end, University shall assist District in such efforts to improve patient care by providing the necessary personnel herein specified for maintenance of programs.

3. Responsibilities of University: University hereby agrees:

(a) To furnish to District, insofar as such

information is reasonably available to University and to the extent permitted by law, the following:

1) The name and health status report of each student assigned by University to participate in programs, at least four (4) weeks prior to the date such students are scheduled to begin participation in programs; and

2) Any additional information with respect to such students as the District may require for proper operation of the programs.

(b) To assign for participation in programs only those students who have satisfactorily completed those portions of University's curriculum which are prerequisite to such participation, as determined by University.

(c) To designate a member of University's faculty to be responsible for the learning assignment to be assumed by each student participating in programs, and to furnish to District in writing the name of such faculty member.

(d) To do all things reasonably necessary and proper to assure compliance by its students, who participate in programs, with District's written regulations and policies.

(e) To advise students participating in programs that they (and not District or University) are solely responsible for (1) providing for them-

selves any dress or garments required (but not provided) by District to be worn by students participating in programs, and transportation, housing, living arrangements and accommodations to the extent not voluntarily provided by University and District; and (2) reporting to District on time in accordance with programs' schedules.

(f) In the event District should determine and advise the University that the presence of any faculty member or student shall no longer be permitted on District's premises, University shall comply with such advisory, and may in its discretion conduct a review of such student's or faculty member's participation. University will advise such student or faculty member of the withdrawal of any rights to remain on District's premises.

4. Student Health Care Assignments: District and University shall annually determine the maximum number of students which shall be assigned to participate in the programs. District shall pay no compensation of any services which may be rendered by students enrolled under the programs, and under no circumstances shall any student be considered for any purpose to be an employee or agent of district.

5. University's Teaching Programs: The programs specified herein shall be performed within the facilities of District; provided, however, District reserves the right to restrict students from those physical facilities of District which are not essential to learning experiences under programs. Uni-

versity's faculty, staff and students shall not be permitted to make any use of District's facilities for any purpose which is not consistent with programs under this agreement.

6. Hold Harmless Provision: University shall, to the extent authorized under the Constitution and laws of the State of Texas, hold District harmless from liability resulting from University's acts or omissions within the terms of this agreement; provided, however, University shall not hold District harmless for the gross or willful negligence of District, its officers, agents, representatives or employees; or for acts or omissions by any third party not subject to University's supervision, control or jurisdiction.

7. Consultation Between Parties: The committee to be known as the "Joint Consultation Committee" shall be established in furtherance of the administration of programs under this agreement. Said committee shall be made up of an equal number of representatives from District and University, and shall have meetings whenever necessary or appropriate for (1) resolution of any problems which may arise between district and University, (2) educational purposes so that members of committee will be familiar with the joint operations of District and University and with any problems incident to implementation of this agreement, and (3) review and evaluation of qualifications of medical record administration, occupational therapy and physical therapy students who may be assigned to participate in programs.

8. Accreditation: University shall be required to maintain accreditation with the appropriate local, state or national accreditation organization or organizations as may be necessary and proper, and shall keep District informed of all actions taken with regard to such accreditation standings. If University

should for any reason lose either or all of its local, state or national accreditation or accreditations, this agreement will immediately become null and void, and all personnel and students of University taking part in programs shall be removed immediately by University from District's facilities.

District shall be required to maintain accreditation with the appropriate local, state or national accreditation organization or organizations as may be necessary or proper, and shall keep University informed of all actions taken with respect to such accreditation standings. If District should for any reason lose either or all of its local, state or national accreditations, this agreement will immediately become null and void, and all personnel involved in programs shall be immediately removed by University.

9. Supervision: University's directors for medical record administration, occupational therapy and physical therapy training programs or their designees and the District's administrator or designee shall have control over all students of University assigned to District's facilities under these programs only, with respect to assuring compliance with administrative policies established for operation of District's facilities. University shall establish such administrative policies as are necessary or proper for operation of programs so long as such policies are not inconsistent with District's policies, rules and regulations.

District's administrator may under this agreement at any time declare any student or faculty member of University to be outside the scope of these programs, and, pursuant to subparagraph 3 (f), may require removal of such person or persons from programs subject to this agreement. University shall take

such action necessary to remove such student or faculty member from the District's facilities.

10. Grants, Research or Demonstration Programs: University shall submit to District any and all proposals for research or demonstration projects in which it is anticipated by University that District's facilities may be utilized. University recognizes and acknowledges District's policy that District shall not be committed to participate in any such grants, research or demonstration projects or similar activities, without having first had the plan for any such programs submitted to District for approval by District. In accordance with this policy, should University desire to initiate any such program which may commit District or any of District's facilities or personnel to such program, University shall first submit the plan and a completed application for such program to District for approval by District. In the event District does not approve such program, University shall not proceed with any such program involving District to the extent of participation by District.

District shall submit to University any and all proposals for research or demonstration projects in which it is anticipated by District that personnel or students of University may be utilized. Should District desire to initiate any program which commits University or any of its personnel to such program, District shall first submit such plan and completed application to University for approval by University. If University does not approve same, District shall not proceed with any such program involving University.

11. Entirety of Agreement: This instrument contains the entire agreement between the parties on the subject matter hereof. No amendments shall be valid unless in writing and signed by the

duly authorized representatives of party, and subject to approval by The Board of Regents of The University of Texas System. No oral representations of any officer, agent or employee of District or of The University of Texas System or 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.

12. Term; Termination: This agreement shall be effective upon execution by District and University; provided, however, said agreement shall become effective only on and after the date approved by The Board of Regents of The University of Texas System, as same is provided by specific date, stated hereinafter. If so approved and effective, this agreement shall thereafter be in effect on the date of such approval and thereafter for the term provided. Such term shall be until July 31, 1982, unless sooner terminated by mutual consent of the parties, or by either party hereto giving to the other party written notice of termination. Any written notice of termination shall specify the date of termination, but in no event shall such termination be effective until at least six (6) months after receipt of such notice by the other party, unless otherwise specified herein. In addition to notice of termination as provided, notice may also be given during the initial term of termination to be effective at the end of such initial first-year term or during any subsequent year, prior to the specific termination date, to be effective at the then current year.

13. Miscellaneous Provision: This agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assignees; provided, however, no assignment by one party shall be effective except upon thirty (30) days'

written notice in advance thereof to the other party. It is specifically recognized that either party may enter into other agreements and affiliations so long as such are not inconsistent with the terms and provisions of this agreement.

This agreement shall be subject to all present and future valid laws, orders and regulations of the United States of America, the State of Texas, and any other governmental or regulatory authority having jurisdiction in the premises.

14. Notices: Unless otherwise specifically provided in this agreement, any notice, communication, request, reply or advice (herein severally and collectively for convenience called "notice") herein provided or permitted to be given, made, or accepted by either party to the other must be in writing and shall be given or served to the party to be notified, either by depositing the same in the United States Mail, postage prepaid and registered or certified, duly addressed to such party with return receipt requested, or by delivering the same to any designated officer or representative of such party to be notified, or by prepaid telegram, when appropriate, addressed to such representative to be notified. Notice in the manner heretofore described shall be deemed effective, as to the party to be notified, if by personal delivery, when received by such party's designated representative, as provided hereinafter, or if by mailing, seven (7) days after same is so deposited in the United States Mail for mailing to such party's designated representative at the business address of such person. Notice given in any other manner shall be effective only if and when received by the other party to be notified. The addresses of the parties to receive notice, until changed as provided hereinafter, shall be as follows:

1. For University: The University of
Texas Medical Branch at Galveston, School of
Allied Health Sciences, Galveston, Texas 77550.

2. For District: Harris County Hospital
District, Post Office Box 667969, Houston, Texas
77006.

The parties have the right to change their respective
addresses, and, in the event either party changes such address,
written notice shall be given the other party within fifteen
(15) days after such change.

IN WITNESS WHEREOF, this agreement is executed by District and University to be effective on the day and year first above written, in duplicate copies each of which shall be deemed an original of equal force, as follows:

(1) It has on the 6th day of April, 1978, A.D., been executed on behalf of the Harris County Hospital District by the Chairman of the Board of Managers, pursuant to the order of the Board of Managers so authorizing; and

(2) It has on the ___ day of _____, 19___, A.D., been executed on behalf of The University of Texas Medical Branch at Galveston by the President of said University, pursuant to approval by the President of The University of Texas System and by the Board of Regents of The University of Texas System.

ATTEST:

[Signature]

DISTRICT
HARRIS COUNTY HOSPITAL DISTRICT

By [Signature]
Chairman of the Board of Managers

UNIVERSITY

By [Signature]
President of The University of Texas Medical Branch at Galveston

APPROVED AS TO CONTENT:

[Signature]
President of The University of Texas System

APPROVED AS TO FORM:

[Signature]
University Attorney

[Signature]
Vice President for Health Affairs of The University of Texas System

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 _____, 19___.

Secretary, Board of Regents of The University of Texas System
BETTY ANNE TIEDFORD

8. Houston Health Science Center: Proposed Affiliation Agreements with (a) City of Houston Health Department, Houston, Texas, (b) Mental Health and Mental Retardation Authority of Harris County, Houston, Texas, (c) Lamar Consolidated Independent School District, Rosenberg, Texas, (d) Spring Branch Memorial Hospital, Houston, Texas, (e) Golden Age Manor, Houston, Texas, (f) St. Elizabeth Hospital, Houston, Texas, (g) Jewish Home for Aged, Inc., Bellaire, Texas, (h) Gulf Coast Regional Blood Center, Houston, Texas, (i) Park Plaza Hospital, Houston, Texas, (j) Shell Oil Company, Deer Park, Texas, and (k) Center for Multiple Handicapped Children, Houston, Texas.--

Recommendation

It is recommended by Acting President Blocker and supported by System Administration that affiliation agreements between The University of Texas Health Science Center at Houston and the institutions listed below be approved:

- a. City of Houston Health Department, Houston, Texas
- b. Mental Health and Mental Retardation Authority of Harris County, Houston, Texas
- c. Lamar Consolidated Independent School District, Rosenberg, Texas
- d. Spring Branch Memorial Hospital, Houston, Texas
- e. Golden Age Manor, Houston, Texas
- f. St. Elizabeth Hospital, Houston, Texas
- g. Jewish Home for the Aged, Inc., Bellaire, Texas
- h. Gulf Coast Regional Blood Center, Houston, Texas
- i. Park Plaza Hospital, Houston, Texas
- j. Shell Oil Company, Deer Park, Texas
- k. Center for Multiple Handicapped Children, Houston, Texas

9. Houston Health Science Center (Houston Allied Health Sciences School): Proposed Constitution for Student Government. --

Recommendations

Acting President Blocker

"Pursuant to Section 5, Chapter VI, Part One, Rules and Regulations of the Board of Regents of The University of Texas System, there is transmitted herewith for approval a proposed constitution for the student government of The University of Texas School of Allied Health Sciences at Houston. (See Pages HAC 33-39 .)

"The constitution has been approved by the Dean of the School of Allied Health Sciences and by me. Further approval as required by the Regents' Rules is now requested...."

System Administration

System Administration recommends approval and states that the Office of General Counsel has reviewed the document and finds that it satisfies legal requirements and conforms to the Rules and Regulations of the Board of Regents.

Justification

This organization will provide for student involvement in those matters affecting student welfare and will promote better understanding of the totality of allied health professions.

THE CONSTITUTION OF THE STUDENT GOVERNMENT OF
THE UNIVERSITY OF TEXAS SCHOOL OF ALLIED HEALTH SCIENCES
AT HOUSTON

PURPOSE

The purpose of the Student Government shall be to establish a common tie between students, faculty and administration of the School of Allied Health Sciences and to promote a better understanding of Allied Health Professions.

Article I. Name

The student government hereafter shall be known as the U.T.S.A.H.S. Student Representatives or Student Representatives.

Article II. Student Representatives

Section I. Membership

- A. The Student Representatives shall be made up of two (2) students from each program in the U.T.S.A.H.S.
- B. The two (2) representatives to the U.T.H.S.C. Inter-council at Houston from the S.A.H.S. and the Dean and Assistant Dean shall be non-voting ex-officio members.

Section II. Qualification of Members.

Members of the Student Representatives shall be in good academic standing with The University of Texas School of Allied Health Sciences.

Section III. Elections

- A. Elections will be held by each program individually.
- B. Programs with two distinct class shall elect one (1) representative from each class.
- C. Students will be elected as representatives from their program for a two-quarter period.

- D. If a Representative is unable to fulfill his term as Representative from that program, a special election will be held by that program within two (2) weeks of that Representative's dismissal or formal written resignation.
- E.
 - 1. Biomedical Communication, Medical Technology, and Respiratory Therapy will elect their representative within the first two weeks of the winter and summer quarters of each year.
 - 2. Nutrition and Dietetics, Nurse Anesthesia, and Radiologic Technology will elect their representatives within the first two weeks of the fall and spring quarters of each year.

Section IV. Recall

- A. Any Representative can be recalled by a three-quarter's (3/4) vote of the entire group of students in his program.
- B. Any Representative can be recalled by a three-quarter's (3/4) vote of the entire group of Student Representatives.

Section V. Function

- A. The Student Representatives shall be responsible for providing social experiences for the students in the School of Allied Health Sciences.
- B. The Student Representatives shall be responsible for bringing suggestions and problems pertaining to the welfare of students to the attention of the Administration and Faculty of the School of Allied Health Sciences and cooperating with them in the solution of these problems.
- C. The Student Representatives shall be responsible for giving consideration to any suggestions and problems brought to

its attention by the Administration and Faculty of the School of Allied Health Sciences.

- D. The Student Representatives shall be responsible for providing Students means for furthering their knowledge of other health care professions.
- E. The Student Representatives shall be responsible for the administration of publications, organized sports, etc., which may be adopted by the Student Representatives and approved by appropriate officials of The University of Texas.

Article III. Meetings of Student Representatives

Section I. The first meeting of the newly -elected Student Representatives shall be held not later than one week following its election. The person responsible for arranging this meeting is the incumbent Chairman of the Student Representatives.

Section II. There should be a minimum of one meeting of the Student Representatives each month of the school year. Either simple majority or at least one representative from each program shall constitute a quorum.

Section III. Should a representative be unable to attend a meeting, a proxy shall be designated by the representative to take his place.

Article IV. Officers of the Student Representatives

Section I. A. During the first meeting following the elections of the members, Student Representatives shall have as its first business the selection from among its own members two officers to serve as Chairman of the Student Representatives and Vice-Chairman of the Student Representatives. The offices of Chairman and Vice-Chairman shall be elected by a majority vote of the Representatives. A secretary

and treasurer shall be appointed by the Chairman with the consent of a simple majority of the Student Representatives.

- B. Officers shall be elected for a term of one quarter and may be re-elected; however, officers may not serve more than one (1) continuous year in the same office.

Section II. The Chairman shall:

- A. Prepare an agenda and preside at all meetings of the Student Representatives.
- B. Call the meetings of the Student Representatives.
- C. With approval of a simple majority of the Representatives, appoint the Secretary and Treasurer, and all committees necessary for the administration of the Representatives business. Such committees shall be responsible to the Student Representatives for all business conducted.
- D. Be a direct liason between the Student Representatives and Administration of the School of Allied Health Sciences.

Section III. The Vice-Chairman shall:

- A. Fulfill the duties of the Chairman in the event of the Chairman's absence or disability.
- B. Perform duties directed by the Chairman.

Section IV. The Secretary shall:

- A. Publish and distribute the agenda prior to each official meeting of the Student Representatives.
- B. Keep an accurate roll of Student Representatives membership.
- C. Keep complete minutes of all Student Representative meetings.
- D. Post and distribute to each program copies of the minutes within one week after each meeting.
- E. Attend to the correspondence of the Student Representatives.

Section V. The Treasurer shall:

- A. Be responsible for the receipt, deposit, disbursement and withdrawal of all Representative funds consistent with policies and procedures of U.T.H.S.C.-H. Dept. of Accounting and shall keep a detailed record of such transactions.
- B. Render periodic financial statements to the Student Representatives.

Section VI. Recall of Officer(s)

At the request of a two-third's (2/3) majority of the entire voting members of the Student Representatives a special election of officer(s) will be held. The officer(s) elected in this election will serve until the next scheduled election of officers.

Article V. Bylaws

Section I. The Student Representatives shall have the power to create and approve its own bylaws for conducting its meeting and business; same requiring the approval of the Dean of the School of Allied Health Sciences, the President of the Health Science Center, the President of The University of Texas System, and the Board of Regents.

Article VI. Decisions, Motions and Bylaws

Section I. Any and all decisions, motions and bylaws of the Student Representatives shall be voted on by the Student Representatives as a whole, each member and officer having one vote. All decisions, motions and bylaws shall require a majority vote to be passed.

Article VII. Faculty Advisor

The Student Representatives, at the beginning of each quarter, shall choose a Faculty Advisor from among the members of the Faculty of The University of Texas School of Allied Health Sciences at Houston. This Faculty Advisor will serve as "Sponsor" when deemed necessary. By mutual agreement between the Faculty Advisor and the Student Representatives, the individual selected as Faculty Advisor may continue from quarter to quarter.

Article VII. Amendment(s)

Section 1: Procedure:

- A. Proposed amendment(s) may be originated by any student in the School of Allied Health Sciences.
- B. The Student Representatives must approve all proposed amendment(s) by a two-third's (2/3) majority vote of the Student Representatives.
- C. Proposed amendment(s) must be approved by the Dean.
- D. Proposed amendment(s) approved by the Dean shall be given adequate promulgation at least ten days prior to the voting by the student body.
- E. Proposed amendment(s) shall be finally voted upon by the student body of the School of Allied Health Sciences. A 2/3 majority vote in favor of a proposed amendment, either by mail or in open meeting, shall be required for approval.

F. Amendments approved as described above require the approval of the Health Science Center President, the System President, and the Board of Regents, The University of Texas System.

Article IX. Exceptions

Robert's Rules of Order shall be the governing rules of the Representatives in points not covered by this Constitution.

10. Houston Health Science Center (Houston Allied Health Sciences School): Proposed Affiliation Agreement with City of Houston, Houston, Texas.--

Recommendation

It is recommended by Acting President Blocker and System Administration that the affiliation agreement set out on Pages HAC 40-42 by and between The University of Texas Health Science Center at Houston, Houston Allied Health Sciences School, and the City of Houston, Houston, Texas, be approved.

*o.s.d.
Huffman*

Background Information

The purpose of the proposed agreement is to provide training of emergency medical technicians for the City of Houston Fire Department. The program is identical in format and content to the Certificate Program approved by the Board of Regents at its November 11, 1977 meeting. System Administration believes that this agreement will permit an effective educational program for emergency care in the City of Houston.

EMERGENCY MEDICAL TRAINING CONTRACT

THIS AGREEMENT made the ____ day of _____, 19____, by and between the University of Texas Health Science Center at Houston for and in behalf of the School of Allied Health Sciences, ("University"), a component institution of The University of Texas System, and the City of Houston ("City"), a municipal corporation principally situated in Harris County, Texas:

WITNESSETH:

WHEREAS, City provides to its citizens emergency medical service and desires to obtain additional training as emergency medical technicians ("EMT") for personnel of the Fire Department of City and to that end desires to contract with The University to provide such training through its School of Allied Health Sciences; and

WHEREAS, University desires to provide such training;

NOW, THEREFORE, in consideration of the premises and of the benefits to be derived from this agreement, and for purposes of achieving the above-described objectives of said parties. City and University shall be covered by and subject to the following terms and conditions:

1. The University agrees that it will provide training in EMT for personnel of the Fire Department of City, but in no event shall it provide such training to more than one hundred (100) such individuals.

2. The University and City agree that the curriculum for such EMT training shall be consistent with the academic plan of the University and the curriculum shall be approved by the Director of the City of Houston Health Department prior to the commencement of such EMT training,

3. The requirements for selection of personnel to be trained under this agreement shall be determined by mutual agreement between the University and City.

4. For purposes of this Contract, City personnel shall not be subject to the following provision:

Professional Liability Insurance

Each student enrolled in any course involving clinical work with direct patient contact must have professional liability insurance in the minimum amount of \$100,000 per claim. This requirement may be satisfied by presenting satisfactory evidence of such coverage at the time of registration or by purchasing a policy at that time. Rates will vary, and information on this insurance may be obtained from the Office of the Program Director. 1977-1979 Catalog University of Texas School of Allied Health Sciences, page 9.

5. City agrees to pay and the University agrees to accept as full compensation the sum of Forty-three and No/100 (\$43.00) Dollars as tuition and fees for each member of the City Fire Department selected to receive EMT training.

6. Payment by City to the University for each student enrolled shall be made when the course of training begins. The University shall not refund any portion of said payment for any reason after payment is made. The University shall not continue training of any student for whom payment by City has not been made.

7. Scheduling of EMT courses shall be made by mutual agreement of City and the University.

8. This agreement shall not become effective until approved by the Board of Regents of The University of Texas System.

9. The term of this agreement shall commence on January 1, 1978, and shall continue in full force and effect

for a period of one year unless terminated earlier by 60 days prior written notice from either party to the other party.

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

CITY

THE CITY OF HOUSTON, a Municipal Corporation

By [Signature]
Mayor

ATTEST:

[Signature]
City Secretary

COUNTERSIGNED:

By _____
City Controller

UNIVERSITY

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

By [Signature]
Vice President

ATTEST:

FORM APPROVED:
[Signature]
System Attorney

CONTENT APPROVED:
[Signature]
President of the System

[Signature]
Vice President for Academic Affairs

FORM APPROVED:

[Signature]
Senior Assistant City Attorney

[Signature]
Director, Department of Public Health

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 _____, 19-____.

Secretary, Board of Regents of The University of Texas System

11. Houston Health Science Center (Houston Allied Health Sciences School): Proposed Affiliation Agreement with The University of Texas System Cancer Center, M. D. Anderson Hospital and Tumor Institute. --

Recommendation

System Administration supports the recommendation of Acting President Blocker that the affiliation agreement set out on Pages HAC 44 - 48 _____ by and between The University of Texas Health Science Center at Houston, Houston Allied Health Sciences School, and The University of Texas System Cancer Center, M. D. Anderson, be approved.

Background Information

The agreement utilizes the general format of the model affiliation agreement approved by the Board of Regents on December 16, 1977; however certain minor modifications have been made to reflect that this agreement is between two components of The University of Texas System.

NOTE: This agreement was executed and became effective on March 1, 1978.

HEALTH CARE
EDUCATIONAL EXPERIENCE PROGRAM
AFFILIATION AGREEMENT

THIS AGREEMENT made the first day of March, 1978, by and between The University of Texas Health Science Center at Houston, for and in behalf of The School of Allied Health Sciences ("HSC"), and The University of Texas System Cancer Center, for and in behalf of The M.D. Anderson Hospital and Tumor Institute ("MDA"), both of which are component institutions of The University of Texas System.

WITNESSETH:

WHEREAS MDA now operates one facility located at 6723 Bertner, in the City of Houston, State of Texas, and therein provides health care services for persons in need of such services; and HSC provides an academic program with respect to health care; and;

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

WHEREAS, MDA 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 MDA, and believes that achievement of such goal can best be accomplished by affording health-care students the opportunity to participate in meaningful educational experiences as a part of an academic health care program, through utilization of appropriate facilities and personnel of MDA; and,

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

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, HSC and MDA agree that any program agreed to by and between MDA and HSC, 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 MDA and HSC, 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 MDA and HSC, and approved by the President of The University of Texas System.

5. Except for certain acts to be performed by HSC pursuant to express provisions of this Agreement, MDA 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 MDA of its obligations under this Agreement, and all applicable accreditation requirements, and to certify such compliance to HSC or other entity when requested to do so by HSC.

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

(c) To appoint a person to serve for MDA as liaison (Liaison) to the faculty and students engaged in the program; provided, however, that no person not having the prior written approval of

HSC shall be appointed Liaison; and, in such connection, MDA shall furnish in writing to HSC (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 MDA to be Liaison, and within ten days after receipt of same, HSC shall notify MDA of HSC's approval or disapproval of such person. In the event the Liaison becomes unacceptable to HSC after appointment, and HSC so notifies MDA in writing, MDA will appoint another person to serve as Liaison in accordance with the procedure stated in the first sentence of this subparagraph (c).

6. HSC hereby agrees:

(a) To furnish MDA with the names of the students assigned by HSC 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, and (2) who have entered into a written agreement with HSC and MDA that they will not publish any material relating to the Program, or their experience in participating therein, without the prior written approval of HSC and MDA.

(c) To designate a member of the HSC faculty with the prior written approval of MDA, to coordinate with MDA through its Liaison the learning assignment to be assumed by each student participating in the Program, and to furnish to MDA 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 MDA or HSC, or of any other of the component institutions of The University of Texas System, 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. HSC shall, to the extent authorized under the constitution and laws of the State of Texas, hold MDA harmless from liability resulting from HSC's acts or omissions within the terms of this Agreement; provided, however, HSC shall not hold MDA 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 MDA, its officers, agents, representatives, or employees, or any person or entity not subject to HSC's supervision or control.

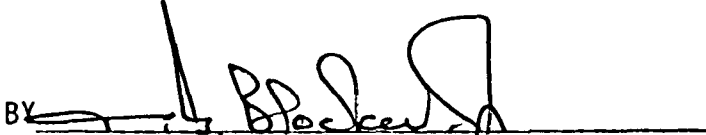
11. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assignees; provided, however, that no assignment by either party shall be effective without prior written approval of the other party. A delay in or failure of performance of either 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 MDA and HSC, 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

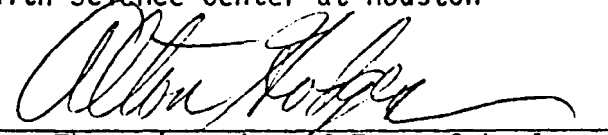
this Agreement. If such notice is given, this Agreement shall terminate:
(a) at the end of the term of this Agreement, during which the last day of such one hundred eighty (180) day notice period falls; or, (b) when all students enrolled in the Program at the end of the term of this Agreement have completed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

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

HSC

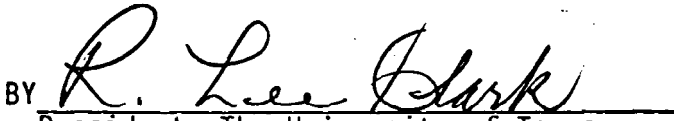
BY 

President, The University of Texas
Health Science Center at Houston




Dean, The University of Texas School
of Allied Health Sciences at Houston

MDA

BY 

President, The University of Texas
System Cancer Center



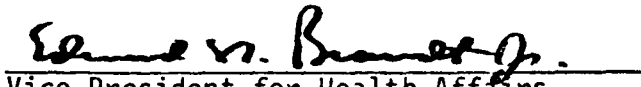
Director, The University of Texas M.D.
Anderson Hospital and Tumor Institute

CONTENT APPROVED:

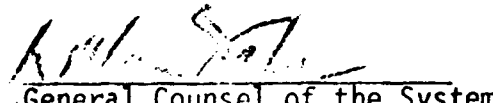


President of the System

FORM APPROVED:



Vice President for Health Affairs
(System)



General Counsel of the System

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

12. Houston Health Science Center (School of Public Health): Request to Seek Permission from Coordinating Board to Offer Off-Campus Course Work Leading to Master of Public Health Degree in the San Antonio Area (Catalog Change).--

Proposal of Acting President Blocker

*check
Do me
the time
request CB
OK
yes*

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

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

Office of the President

May 4, 1978

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

U.T. SYSTEM - President's Office	
REC'D MAY 6 1978	
TO _____	FOR INFO AND RETURN
TO _____	PLEASE ADVISE ME
TO _____	PLEASE HANDLE

Dear President Walker:

Background Information

... The School of Public Health has, for over a year, been conducting informal discussions with various institutional authorities of The University of Texas System, and representatives of other health related activities in the San Antonio area concerning the possibility of establishing a satellite program for the granting of the Master of Public Health (MPH) degree there. Last August Dr. Stallones and I met with the Presidents of the Health Science Center at San Antonio, and the University of Texas at San Antonio and members of their staffs for a preliminary discussion of this topic. As a result, Dr. Harrison made an office available on a part-time basis for further planning. We believe that the time is now appropriate to request formal consideration of the proposal by the Board of Regents.

Drs. Harrison and Wagener have recently been briefed on the MPH proposal and have offered their support. An expression of support has also been received from the Graduate School of Trinity University at San Antonio, which offers a degree program in Health Services Administration. The proposal is also scheduled to be discussed informally at the South Texas Area Coordinating Conference of the Coordinating Board at Kingsville, on May 5. The Board and the interested institutions have been informed that the proposal has not as yet received approval of the Board of Regents, and is, therefore, tentative. The purpose of the meeting will be to assure that all interested institutions in the area have an opportunity to discuss new proposals, in advance of their being formally presented to the Coordinating Board.

Recommendation

Proposal - To offer courses, already approved by the Coordinating Board for the School of Public Health, leading to the Master of Public Health degree in the San Antonio area. In this endeavor the School of Public Health would cooperate with the UT Health Science Center at San Antonio, and the Graduate Division of The University of Texas at San Antonio.

Details, If Approved

Starting Date - Fall of 1979

Faculty - To consist of a small nucleus of faculty members from the School of Public Health, supplemented by those of the cooperating institutions to the extent possible. It is anticipated that a number (10-15) of the regular course offerings of The University of Texas at San Antonio would be applicable to the MPH degree program. In the past several months a series of meetings have been held with representatives of The University of Texas at San Antonio and the Health Science Center at San Antonio to develop course lists, registration procedures and other administrative matters. A number of faculty members at those institutions, as well as Trinity University and the military medical training institutions in San Antonio, have expressed an interest in serving as adjunct faculty.

Student Body - Preliminary estimates are that 40-50 students per year might be enrolled drawn from the large civilian and military medical community of the San Antonio area. It is also anticipated that a number of students from State agencies in the Austin area who have expressed a need for the MPH degree might commute to San Antonio if a convenient schedule of classes were available, where they now find it impossible to come to Houston. Since no effort has been made to recruit students prior to the approval of the Board of Regents, the estimates are probably quite conservative.

Physical Facilities - The President of the Health Science Center at San Antonio has indicated that prior to the proposed date of initiation of this program present construction will be complete and that he will be able to house the small number of full-time faculty proposed for the program. Classrooms, laboratories, seminar rooms, etc., would be used at times when they are not required for the units of the Health Science Center. Courses taken at UT San Antonio would be in the regularly assigned space.

Organization - The School of Public Health is organized into a flexible number of teaching research modules, for the purpose of conducting the Master of Public Health degree program. The organization of these multi-disciplinary modules makes it particularly simple to organize a new module, even if physically removed from the parent body. What we propose, in essence, is to set up a new teaching-research module on the campus of the Health Science Center at San Antonio, much as we would set up a similar new module within our own facilities. This would be a cooperative program, with the Health Science Center at San Antonio supplying the needed space, with reimbursement for utilities, etc., on an inter-agency contract. The degree granting authority would rest with the School of Public Health.

Budgetary Considerations - In the preparation of our material for the 1979-81 budget I am including funds for this project as a new program. This will cover the salaries and associated operational expenses for the small nuclear faculty assigned to the San Antonio project from the School of Public Health, plus other anticipated costs of the project. Our estimate of the

cost of this program for each year of the next biennium is approximately \$209,000. To date, the planning expenses have been met from grant funds available to the School of Public Health, and one of the Associate Deans, Dr. John Scanlon, has been conducting the feasibility study as part of his administrative duties. In addition to the small nuclear faculty, and those available from the cooperating institutions in San Antonio, we hope to be able to make use of audio-visual techniques to permit more extensive participation of the Houston-based faculty, and are preparing grant requests to obtain at least a portion of the funds required for that purpose.

Recommendation of System Administration

System Administration believes that this proposal will permit appropriate extension of the capability of the School of Public Health to students in the San Antonio area. The program will be accomplished with the cooperation of the San Antonio Health Science Center and The University of Texas at San Antonio. The School of Public Health is the only institution in the State authorized to award the Master of Public Health Degree, and this proposal is appropriate to their mission. Therefore, System Administration recommends approval.

This proposal will require Coordinating Board approval.

Secretary's Note: If this recommendation is approved, the minute order will reflect that if the request is approved by the Coordinating Board, the next appropriate catalog published will be amended to reflect this action.

13. San Antonio Health Science Center: Proposed Affiliation Agreement with San Antonio Free Clinic, Inc., San Antonio, Texas.--

Recommendation

It is recommended by President Harrison and System Administration that an affiliation agreement by and between The University of Texas Health Science Center at San Antonio and the San Antonio Free Clinic, Inc., San Antonio, Texas, be approved.

Purpose

The purpose of this affiliation agreement is to provide educational experiences for students of the Health Science Center.

14. San Antonio Health Science Center: Proposal to Discontinue Department of Bioengineering and Graduate Programs in Bioengineering Effective August 31, 1979 (Catalog Change).--

President Harrison

Recommendation

Dr. E. D. Walker
President
The University of Texas System
601 Colorado Street
Austin, TX 78701

The University of Texas
Health Science Center at San Antonio
7703 Floyd Curl Drive
San Antonio, Texas 78284

Dear Dr. Walker:

I wish to recommend the discontinuance of both our Department of Bioengineering and the Graduate Programs in Bioengineering (M.A. and Ph.D.). We are currently preparing the biennial budget for the biennium to begin September 1, 1979. We have compared the cost of operating the Bioengineering Department with the functions now being performed by the faculty in that Department, and it is my belief that we can no longer justify a request to the Legislature for continued support. I recommend that we continue the Department using currently appropriated funds until August 31, 1979, and discontinue its operation as of that date. The few graduate students now completing their work in the graduate programs in Bioengineering should complete their work also by August 31, 1979 and I recommend that the graduate programs be discontinued as of that date.

Background Information

When the Department was created in the early days of the Medical School here, it did a small amount of teaching in the Medical School, but its primary responsibility was operating several service functions (the computer, the multidiscipline laboratories and the instrument shop). At a later time, graduate programs were approved in Biophysics, with a name change to Bioengineering about two years ago. When the Dental School started accepting students in 1970, some minor additional teaching functions were added to the Department. At no time, however, has there been a heavy commitment of the Department to teaching in the professional and graduate schools. As the Health Science Center became larger the greatly expanded service functions were necessarily transferred to service departments created for the purpose. The graduate program has not flourished, and this current academic year the Department was not permitted to enroll new graduate students. I am told by the Dental School that the Department no longer teaches in the dental curriculum.

This proposal of the Administration is currently under study by the Faculty Council of the Medical School, the Faculty Council of the Dental School and the Graduate Executive Committee. These bodies will act on these matters next week, and I will inform you promptly as to their actions.

Sincerely yours,



Frank Harrison
President

System Administration

This proposal has been approved by the Faculty Councils of the School of Medicine and Dentistry and the Executive Committees of the Graduate School.

System Administration has reviewed the proposal and agrees that the primary functions leading to the establishment of the Department of Bioengineering are now fulfilled by other entities, and the educational programs are no longer needed; hence approval of this recommendation.

Secretary's Note: If this recommendation is approved, the minute order will reflect that the next appropriate catalog published at the San Antonio Health Science Center will be amended to conform.

15. University Cancer Center (M. D. Anderson): Proposed Affiliation Agreement with Houston Community College, Houston, Texas.--

Recommendation

It is recommended by President Clark and System Administration that an affiliation agreement by and between The University of Texas System Cancer Center, M. D. Anderson Hospital and Tumor Institute, and Houston Community College, Houston, Texas, be approved.

Background Information

System Administration feels that this agreement will provide an efficient mechanism for the education of ward clerks for M. D. Anderson.

NOTE: This agreement was executed and became effective on March 28, 1978.

W L G C E

L&I Com.

10/10/10 10:10:10

LAND AND INVESTMENT COMMITTEE
Committee Chairman Clark

Date: June 9, 1978

Time: Following the Meeting of the Health Affairs Committee

Place: Regents' Meeting Room, Ninth Floor, Ashbel Smith Hall
Austin, Texas

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I. PERMANENT UNIVERSITY FUND

A. INVESTMENT MATTERS

Report on Clearance of Monies to Permanent University Fund for March and April 1978 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 months ending March 31 and April 30, 1978, and Oil and Gas Development as of April 30, 1978:

<u>Permanent University Fund</u>	<u>March 1978</u>	<u>April 1978</u>	<u>Cumulative This Fiscal Year</u>	<u>Cumulative Preceding Fiscal Year</u>
Royalty				
Oil	\$4,106,852.93	\$2,633,390.32	\$25,639,317.50	\$25,270,306.30
Gas - Regular	3,392,609.82	2,879,013.70	23,632,936.91	17,481,150.29
- F. P. C.			225.96	74,928.15
- Market Value Settlements			1,100,310.74	5,253,635.16
- In Kind Settlements			374,443.49	1,146,225.70
Water	9,987.65	22,009.91	116,718.85	101,757.74
Salt Brine	4,165.01	2,828.72	28,973.03	20,199.28
Sulphur	18,590.36	37,167.56	403,873.44	850,817.01
Rental				
Oil and Gas Leases	319,505.40	124,169.00	976,577.98	666,412.40
Other	10,000.00	100.00	12,197.93	16,733.39
Miscellaneous	39,092.89	338,274.47	720,696.43	405,106.73
	<u>\$7,900,804.06</u>	<u>\$6,036,953.68</u>	<u>\$53,006,272.26</u>	<u>\$51,287,272.15</u>
Bonuses, Oil and Gas Lease Sales	-0-	-0-	17,869,500.00	13,324,000.00
	<u>\$7,900,804.06</u>	<u>\$6,036,953.68</u>	<u>\$70,875,772.26</u>	<u>\$64,611,272.15</u>

Oil and Gas Development - April 30, 1978
 Acreage Under Lease - 1,016,813

Number of Producing Acres - 368,715

Number of Producing Leases - 1,612

L & I - 3

B. LAND MATTERS

Easements and Surface Leases Nos. 4591-4632, Assignment of Surface Lease No. 3012, Material Source Permit No. 552 and Water Contract No. 166.--It is recommended by the Executive Director for Investments, Trusts and Lands that the following applications for easements and surface leases, assignment of surface lease, material source permit and water contract 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:

1. Easements and Surface Leases Nos. 4591-4632

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4591	Larco Gas Corporation (renewal of 2418)	Pipe Line	Pecos	27	327.18 rds. 2.375 inch	4/1/77- 3/31/87	\$ 817.95
4592	Anadarko Production Company (renewal of 2617)	Pipe Line	Andrews	13	490.91 rds. 2-3/8 inch	5/1/78- 4/30/88	1,227.50
4593	Martinpool Gasoline Company (renewal of 2535)	Pipe Line	Andrews	11	606.06 rds. 6 inch 720.60 rds. 8 inch	10/1/77- 9/30/87	3,316.65
4594	Lo Vaca Gathering Company (renewal of 2647)	Pipe Line	Terrell	35	786.42 rds. 30 inch	7/1/78- 6/30/88	2,752.47
4595	Marathon Oil Company (renewal of 2598)	Pipe Line	Crockett	50	443.6 rds. 3 inch 337.6 rds. 2-3/8 inch	5/1/78- 4/30/88	1,953.00
4596	Texas Electric Service Company (renewal of 2575)	Power Line	Andrews, Dawson, Gaines	4, 5, 6	6,328.05 rds. H-Frame 951.39 rds. single pole	4/1/78- 3/31/88	16,771.54

Land Matters - Continued --

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4597	Texas Electric Service Company (renewal of 2574 & 2590)	Power Line	Andrews	5, 6, 8, 9, 10, 13, 14	721.16 rds. single pole	4/1/78- 3/31/88	\$ 721.16
4598	El Paso Natural Gas Company (renewal of 2460)	Pipe Line	Andrews	1	136.182 rds. 6-5/8 inch	1/1/78- 12/31/87	340.46
4599	El Paso Natural Gas Company (renewal of 2603)	Pipe Line	Andrews	1	468.315 rds. 10-3/4 inch	9/1/78- 8/31/88	1,170.79
4600	El Paso Natural Gas Company (renewal of 2602)	Pipe Line	Andrews	1, 9	651.50 rds. 6-5/8 inch	9/1/78- 8/31/88	1,628.75
4601	Amoco Production Company (renewal of 2649)	Pipe Line	Andrews	13	198.19 rds. 4 & 8 inch	6/1/78- 5/31/88	495.48
4602	Amoco Production Company (renewal of 2635)	Pipe Line	Andrews	9	393.33 rds. 3-1/2, 4-1/2, 6-5/8 inch	5/1/78- 4/30/88	983.33
4603	Amoco Production Company (renewal of 2578)	Pipe Line	Andrews	13	160 rds. 4 inch	5/1/78- 4/30/88	400.00
4604	Community Public Service Company (renewal of 2571)	Power Line	Ward, Winkler	18, 20, 21	4,690 rds. single pole	7/1/78- 6/30/88	4,690.00
4605	Community Public Service Company (renewal of 2570)	Power Line	Pecos	26	640 rds. single pole	7/1/78- 6/30/88	960.00
4606	Bert F. Duesing, Inc. (renewal of 2538)	Surface Lease (storage site)	Reagan	11	Less than 1 acre	4/1/78- 3/31/79*	500.00 (annual)

*Renewable from year to year, but not to exceed a period of ten years.

Land Matters - Continued --

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4607	Shell Oil Company (renewal of 2654)	Surface Lease (pump & microwave station)	Hudspeth	K	2.204 acres	7/1/78- 6/30/88	\$ 2,250.00 (full)
4608	Phillips Petroleum Company (renewal of 2638)	Pipe Line	Crane	31	1,058.6 rds. 6-5/8 inch 154.4 rds. 4-1/2 inch	4/1/78- 3/31/88	3,032.50
4609	Basin Incorporated	Pipe Line	Martin	7	71.17 rds. 4 inch	3/1/78- 2/28/88	213.51
4610	West Texas Utilities Company	Power Line	Upton	3	58 rds. single pole	2/1/78- 1/31/88	150.00 (min.)
4611	The Permian Corporation	Pipe Line	Martin, Andrews	7	1,153.27 rds. 3-1/2, 4-1/2 inch	4/1/78- 3/31/88	3,459.81
4612	B T A Oil Producers	Power Line	Andrews	5, 6	706.27 rds. single pole	4/1/78- 3/31/88	706.27
4613	Ozona Salt Water Disposal	Surface Lease (salt water disposal)	Crockett	31	1 acre	6/1/78- 5/31/79*	1,500.00
4614	Cap Rock Electric Coop., Inc. (renewal of 2377)	Power Line	Reagan	2	170 rds. single pole	4/1/77- 3/31/87	170.00
4615	P & W Oil Company (renewal of 2626)	Pipe Line	Andrews	4	285 rds. 2-7/8 inch	1/1/78- 12/31/87	712.50

*Renewable from year to year, but not to exceed five years.

Land Matters - Continued --

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4616	Mobil Pipe Line Company (renewal of 2616)	Pipe Line	Andrews	4	663.78 rds. 4-1/2 inch	6/1/78- 5/31/88	\$ 1,659.45
4617	Amoco Production Company (renewal of 2576)	Pipe Line	Andrews	13	3,146.2 rds. various size	5/1/78- 4/30/88	9,508.90
4618	Phillips Petroleum Company (renewal of 2544 & 2545)	Pipe Line	Crane, Andrews	1, 10, 13, 30, 31	683.1 rds. various size	2/1/78- 1/31/88	1,707.75
4619	Phillips Petroleum Company (renewal of 2595)	Pipe Line	Crockett, Reagan	47, 48	1,808.4 rds. 2-3/8 inch	5/1/78- 4/30/88	4,521.00
4620	Phillips Petroleum Company (renewal of 2636)	Pipe Line	Andrews	4, 11	233.3 rds. 4-1/2 inch	3/1/78- 2/28/88	583.25
4621	Phillips Petroleum Company (renewal of 2611)	Pipe Line	Andrews	1, 9	70.5 rds. 3-1/2 inch 102.4 rds. 4-1/2 inch	6/1/78- 5/31/88	432.25
4622	Phillips Petroleum Company (renewal of 2536)	Surface Lease (booster station)	Andrews	10	21.58 acres	2/1/78- 1/31/88	7,553.00 (full)
4623	Shell Oil Company (renewal of 2630)	Surface Lease (microwave station and access road)	Hudspeth	G	1.435 acres	7/1/78- 6/30/88	2,250.00 (full)
4624	Globe Well Service, Inc.	Surface Lease (truck yard)	Reagan	11	1.84 acres	6/1/78- 5/31/79*	1,000.00 (annual)
4625	Union Texas Petroleum	Pipe Line	Upton	3	322.20 rds. 3 inch	4/1/78- 3/31/88	966.60

*Renewable from year to year, but not to exceed ten years.

Land Matters - Continued --

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4626	Cap Rock Electric Coop., Inc.	Power Line	Reagan	2, 58	5,265.45 rds. single pole	1/1/78- 12/31/87	\$ 5,265.45
4627	West Texas Utilities	Power Line	Pecos	18	47 rds. single pole	4/1/78- 3/31/88	150.00
4628	Atlantic Richfield Company (renewal of 2593)	Surface Lease (salt water disposal)	Crockett	29	1 acre	5/1/78- 4/30/79*	500.00 (annual)
4629	Texas Electric Service Company (renewal of 2599)	Power Line	Ward	16, 17, 18	1,400.67 rds. single pole	6/1/78- 5/31/88	1,400.67
4630	Texas Electric Service Company (renewal of 2619)	Power Line	Loving	19	903.21 rds. single pole	6/1/78- 5/31/88	903.21
4631	Texas Electric Service Company (renewal of 2629 & 2620)	Power Line	Andrews	4, 5, 8, 10, 11, 13, 14	3,730.37 rds. single pole	6/1/78- 5/31/88	3,730.37
4632	Texas Electric Service Company (renewal of 2633)	Power Line	Crane	30, 35	219.70 rds. single pole	6/1/78- 5/31/88	219.70

2. Assignment of Surface Lease No. 3012

No.	Assignor	Assignee	Type of Permit	County	Block	Period	Consideration
3012	Lower Valley Oil Co., Inc.	C & R Distributing, Inc.	Surface Lease (Business site)	El Paso	L	11/1/69- 10/31/89	\$ 150.00**

*Renewable from year to year, but not to exceed five years.

**Assignment Fee

Land Matters - Continued --

3. Material Source Permit No. 552

No.	Grantee	County	Location	Quantity	Consideration
552	State Department of Highways and Public Transportation	Pecos	Block 16	807,095 cubic yards borrow	\$40,354.75*

4. Water Contract No. 166

No.	Grantee	County	Location	Period	Consideration
166	Amoco Production Company	Andrews	Block 11	4/1/78-3/31/83	\$ 317.00**

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*This agreement was made under the old schedule.

**Annual rental is \$317.00, to be paid in advance. Royalty is 12¢ per 1,000 gallons of water produced, with a minimum of 10¢ per acre per month.

C. Report of Miller and Lents, Ltd. - Proposal to Recommend Revision of Royalty Rate on Oil and Gas Production on University Lands.

*Amend
Lents*

Miller and Lents Oil and Gas Consultants employed by the Board of Regents, recommends that the royalty on oil and gas production from University Lands be revised to one-fourth (1/4) of the value of gross production instead of the current one-fifth (1/5). The Miller and Lents report has been mailed to the Board of Regents. A summary of their report and recommendations is as follows:

1. During the last 5 years the oil and gas royalties have been almost five times as great as the bonuses for the same period.
2. Increasing the royalty rate to one-fourth is the best method to achieve a balance between maximizing current and ultimate income. To a certain extent the lease bonus can be viewed as providing the bulk of current income from new leases and royalties can be viewed as providing the bulk of ultimate income from new leases.
3. Changing the base royalty from one-fifth to one-fourth will not have a great adverse effect on bonus bids. One-fourth royalty is common in many parts of the country and major operators are accustomed to it.
4. The potential value of an additional five per cent royalty is substantial. For example, if an additional five per cent royalty had been in effect since University Lands were first leased, the cumulative royalty income from oil and gas royalties from such increase would be only slightly smaller than the cumulative lease bonuses for the same period. Looking at more recent data for the last five fiscal years, an additional five per cent royalty on that production would have provided substantially more income than the combined bonuses for the same period.
5. If there is any risk in loss of current income to The University of Texas System due to non-acceptance of the recommended higher royalty by potential bidders, it is believed that (1) such risk is nominal and (2) the potential value of the additional recommended royalty is sufficiently great that it far exceeds any such risk of non-acceptance.

Recommendation

It is recommended by the Executive Director of Investments, Trusts and Lands and System Administration that the Board of Regents recommend to the Board for Lease the revision of the oil and gas royalty rate from one-fifth to one-fourth of the value of gross production.

Effective Date, >

II. TRUST AND SPECIAL FUNDS

A. Gifts, Bequests and Estates

1. U. T. Austin - The Loraine O'Gorman Gonzalez Trust - Report and Recommendation for Approval of Final Settlement of Bequest. (NO PUBLICITY)

Recommendation

The Administration recommends that the Regents approve the final accounting and settlement by Dr. Richard J. Gonzalez, Independent Executor of the Estate of his deceased wife, Mrs. Loraine O'Gorman Gonzalez, of the bequest of Mrs. Gonzalez' residuary estate to the University in trust, which bequest was accepted by the Regents on January 29, 1971, as follows:

Total cash and securities delivered to the University as trustee have a current value of approximately \$430,000. Dr. Gonzalez made no charge for his services as Independent Executor. Dr. Gonzalez receives the income from this trust during his lifetime. The will further provides as follows:

At the death of my husband, Richard J. Gonzalez, the entire corpus of the trust fund shall pass to the University of Texas for the establishment of one or more Gonzalez chairs or professorships, which may be awarded by the Board of Regents of the University of Texas, in any field that in their judgment will best serve the interests of the University, and which may be changed from one field to another over the years.

Background Information

The attention of the Regents is invited to gifts to U. T. Austin for unrestricted purposes by Dr. Gonzalez, all reported in earlier Dockets, in the total amount of \$101,611 from income from the residuary estate since Mrs. Gonzalez' death, all of this being in addition to earlier generous gifts.

2. U. T. Austin - Recommendation for Acceptance of Bequest under the Will of Charles Harritt, Jr., Establishment of the Charles Harritt, Jr., Endowed Presidential Scholarships, and Authorization of Quitclaim to Mrs. Harritt.

Recommendations

The Administration recommends acceptance of a bequest by Charles Harritt, Jr., BBA 1920, of Conroe amounting to \$71,899 and the use of these funds to establish the Charles Harritt, Jr., Endowed Presidential Scholarships to be awarded to students in the Graduate School of Business. It is further recommended that the Board of Regents authorize execution on its behalf of a quitclaim to Mrs. Harritt on the home in Conroe.

Background Information

Mr. Harritt died on August 12, 1976. He left in his will 1/8th of his residuary estate to the "Charles Harritt, Jr., Masters Fellowship in Business Administration at The University of Texas, Austin"; and Mrs. Harritt, the Independent Executrix, has now paid this in cash. The use of the bequest for the Endowed Presidential Scholarships pleases Mrs. Harritt. For 10 years or longer, Mr. Harritt had made contributions of \$1,000 annually for the Harritt Scholarships in Business Administration with \$500 awarded annually and the remainder accumulated for an endowment account. There is \$10,000 on hand from these gifts, and that is being added to the Endowed Presidential Scholarships fund.

3. Dallas Health Science Center - Recommendation for Authorization to Join in Agreement Regarding Payment of Bequest under the Will of Frances Cerf.

Recommendation

The Administration recommends that President Walker be authorized to join in an agreement with Southwestern Medical Foundation, the Independent Executor of the Estate, and the Attorney General under which a bequest estimated in the range of from \$16,000 to \$20,000 will be paid to Southwestern Medical Foundation for the use of Dallas Health Science Center in the field of Cardio-Vascular Research.

Background

The will of Frances Cerf, probated in Ellis County, provides for "one (1) share" of the residuary estate to go to the "University of Texas Southwestern Medical Foundation for Cardio-Vascular Research, Dallas, Texas." This misnomer makes the recommended agreement necessary to protect the Independent Executor in settlement of the bequest.

4. Houston Health Science Center (Medical School and Dental Branch) - Recommendation for Establishment of the Endowed John H. Freeman Awards for Faculty Teaching.--

Recommendation

The Administration recommends the use of \$20,000 of income from the M. D. Anderson Foundation - Freeman Fund for the endowment of the John H. Freeman Awards for Faculty Teaching.

Background Information

These annual awards are for \$500 each to the outstanding teacher in the Houston Medical School and to the outstanding teacher in the Dental Branch and have heretofore been made from the income from the M. D. Anderson Foundation - Freeman Fund.

5. Houston Health Science Center (Medical School and Dental Branch) - Recommendation for Ratification of Acceptance of Gift and Establishment of the Walter G. Sterling Awards for Excellence.

Recommendation

The Administration recommends ratification of the acceptance by President Blocker of a gift of \$16,400 from Regent Walter G. Sterling and the use of \$10,000 of the gift to endow the Walter G. Sterling Awards for Excellence with the income to be used for annual awards to the outstanding student in the Houston Medical School and to the outstanding student in the Dental Branch.

Background Information

The remainder of the gift was used for models, dies, medallions and brochure and for cash awards made at the last graduation ceremonies.

6. San Antonio Health Science Center (Medical School) - Recommendation for Acceptance of Gifts and Establishment of Hector Martinez Memorial Fund for Fellowships in Hematology.--

Recommendation

The Administration recommends acceptance of gifts in the total amount of \$19,055.74 and the use of these funds for the establishment of the Hector Martinez Memorial Fund for Fellowships in Hematology at the San Antonio Medical School.

Background Information

These are the remaining funds that came through the Archdiocese of San Antonio from various contributions for the care and treatment of Hector Martinez, a young San Antonio College student who contracted leukemia and died last June.

B. Real Estate Matters

1. System Administration - Hogg Foundation: Thomas E. Hogg Fund - Recommendation for Oil, Gas and Mineral Lease to Atlantic Richfield Company on Tract in Brazoria County.

Recommendation

The Administration recommends granting to Atlantic Richfield Company a 3-year oil, gas and mineral lease covering the Thomas E. Hogg Fund's 1/32nd mineral interest in a tract of 146.3 acres in the Jesse Thompson Survey, Abstract 132, Brazoria County, for bonus of \$100 per acre (\$457.19 for the Thomas E. Hogg Fund), 1/5th royalty, and \$5 per acre annual delay rental.

Background Information

This tract was leased to Alfred Wagner, Jr., in 1976 for 3 years and was dropped without payment of the first delay rental. It is part of a tract of 2,023 acres, and the other part was leased to Atlantic Richfield last July before the Wagner lease was dropped. They now want the remainder of the acreage.

2. U. T. Austin - Tom Slick Memorial Trust - Recommendation for Ratification of Joinder in Oil and Gas Lease to John E. Wagner on Tract in Lincoln County, Oklahoma.

Recommendation

The Administration recommends ratification of joinder on behalf of the Board of Regents by the Executive Director for Investments, Trusts and Lands on April 4 in a 2-year paid-up oil and gas lease to John E. Wagner of Oklahoma City covering 55.1 acres in SW $\frac{1}{4}$ of Section 9, Township 14 North, Range 4 East, Lincoln County, Oklahoma.

Background Information

The Board as Trustee of the Tom Slick Memorial Trust for The University of Texas at Austin holds an undivided 1/108th interest in the minerals under this tract. The lease, which has been executed by members of the Slick family and on behalf of other institutions holding undivided interests, provides for 3/16th royalty; and bonus is \$25 per acre.

3. U. T. El Paso - Frank B. Cotton Trust - Recommendation for Exchange of Section 15, Block 3, C. & S. F. Survey, Culberson County, for Section 12, Block 3, C. & S. F. Survey, Culberson County, with Wolf Creek Company.

Recommendation

The University Land Agent and System Administration recommend that approval be granted to exchange Section 15, Block 3, C. & S. F. Survey, Culberson County, for Section 12, Block 3, C. & S. F. Survey, Culberson County, which is presently owned by Wolf Creek Company.

Background Information

The Board of Regents owns, as a part of the Frank B. Cotton Estate, approximately 37,000 acres in Hudspeth and Culberson Counties. Much of this acreage is checker-boarded, which detracts from its value and causes difficulty in the implementation of range and wildlife conservation practices. The recommended exchange is the first of what the University Land Agent hopes will be several such transactions which, when complete, will consolidate the Cotton Estate lands into several larger, more manageable blocks. This particular exchange would result in the Board owning five contiguous sections and would enhance the value of the tract. The two sections involved are of equal value, according to a recent appraisal.

4. U. T. El Paso - Josephine Clardy Fox Estate - Recommendation for Renewal of Lease with Allright Auto Parks, Inc., at 222 South Oregon Street, El Paso, Texas.

Recommendation

System Administration recommends the renewal of a parking lot lease with Allright Auto Parks, Inc., covering the property located at 222 South Oregon Street, El Paso, Texas, for a term of two (2) years, commencing August 1, 1978, and ending July 31, 1980, at a rental of \$425 per month.

Background Information

This tract of approximately 44,000 square feet has been leased to Allright for a number of years, the most recent lease being for a term of one year at \$400 per month. The recommended rental will provide an annual return of approximately 11% on the appraised value of the property.

III. OTHER MATTERS

PUF and Trust and Special Funds: Report of Securities Transactions for the Months of February and March 1978.--In accordance with present procedure, the report of securities transactions for the Permanent University Fund and Trust and Special Funds for the months of February and March 1978 was mailed on **May 11, 1978**, 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.

FOUNDATION MATTERS

- A. Ima Hogg Foundation.**--The administration of Miss Ima Hogg's Estate is being completed, and all of her residuary estate has been delivered to the Foundation except for transfer of oil and gas interests now in process and final cash distribution. The bequest will total about \$4,500,000, and a final report will be made to the Trustees in due course. Meanwhile, Mr. Lobb as Secretary-Treasurer recommends approval of the following:
1. Approval of Minutes of the April 15, 1977, meeting, copies of which have been distributed earlier.
 2. The Foundation owns an undivided one-third interest in a wooded, rural tract of approximately 160 acres in Caldwell Parish, Louisiana. The tract has no highway frontage and is accessible only by an old dirt logging road. It is recommended that President Shivers be authorized to execute a deed conveying this undivided one-third interest to Mr. Thomas E. Givens for \$12,000 cash. The appraised value of this interest as of August 19, 1975, the date of Miss Hogg's death, is \$8,000. The owners of the other two-thirds interest, the Estate of Alice Nicholson Hanszen and the Estate of Margaret Wells Markus, are anxious to consummate the proposed sale. The grantors will retain a one-half interest in the mineral estate.
 3. It is recommended that President Shivers be authorized to execute a Pipeline Easement Agreement granting South Texas Pipeline Company a 35-foot-wide pipeline easement for a distance of 53.1 rods across a 396-acre tract in the Thomas Todd and Juan Garcia Surveys, San Patricio County, Texas. The consideration is to be \$50 per rod for a total of \$2,655.
- B. The Robertson Poth Foundation.**--It is recommended that the Chairman of the Board, the Chairman of the Medical Affairs Committee and the Chairman of the Land and Investment Committee, as Trustees of The Robertson Poth Foundation, meet at the meeting of the Board of Regents on June 9, 1978, for action on the following agenda:
1. Approval of Minutes of the April 15, 1977, meeting, copies of which have been distributed earlier.
 2. Acceptance of a proposal from Royal Oil & Gas Corporation for a 3-year paid up oil and gas lease on 5 acres, being Lot 23, Block 225, Burton and Danforth Subdivision, Aransas County, for cash payment of \$175 and 1/5th royalty and authorization for execution of the lease by the Chairman. This tract was leased by the Trustees in 1971 for 5 years, expiring in September, 1976.

Com. of the
Whole

COMMITTEE OF THE WHOLE
Presiding: Chairman Shivers

Date: June 9, 1978
Time: Following the Meeting of the Land and Investment Committee
Place: Regents' Meeting Room, Ninth Floor, Ashbel Smith Hall
Austin, Texas

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(b) Advertise for Bids for Sale of Refunding Bonds, Paying Agency and Printing;
(c) Appoint Bond Counsel and Bond Consultant;
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B. U. T. SYSTEM

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I. SPECIAL ITEMS

A. BOARD OF REGENTS

1. Proposed Amendment to Regents' Rules and Regulations, Part One, Chapter I, Section 7.18 (Duties of the Health Affairs Committee). -- It is recommended by President Walker that Section 7.18 of Chapter I, Part One of the Regents' Rules and Regulations be amended to read as follows:

7.18 Duties of the Health Affairs Committee. -- The Health Affairs Committee shall consider all matters connected with the health related institutions and schools except those specifically assigned to other committees of the Board. There shall be a Subcommittee on Hospitals of the Health Affairs Committee to consist of the Chairman of the Health Affairs Committee and two Regents appointed by the Chairman of the Board. The System Vice President for Health Affairs shall be an ex officio member of the Subcommittee. The Subcommittee on Hospitals shall have the following duties with respect to each Hospital owned by the System:

- 7.181 Participate in the accreditation process for the Hospital;
- 7.182 Review long-range plans for the Hospital;
- 7.183 Review and make recommendations to the Board concerning the bylaws, rules and regulations of the medical staff of the Hospital, and approval of same;
- 7.184 Review and make recommendations to the Board concerning mechanisms and controls for the achievement and maintenance of high standards of professional practices in and at the Hospital, and approval of same;
- 7.185 Hold regular meetings at least once annually, at the Hospital to review programs and problems; and
- 7.186 Report to the Board the substance of each meeting of the Subcommittee and make any appropriate recommendations.

Purpose

This proposed modification will create a Subcommittee on Hospitals. Such a Subcommittee will better adhere to the spirit of the Accreditation Requirements of the Joint Committee on Accreditation of Hospitals, which sets forth eleven standards for the governing board. Since the Board of Regents is the governing board for each of the hospitals owned by the System, the duties enumerated for the Subcommittee on Hospitals will bring the Board more in compliance with these standards. The above amendment has been discussed and endorsed by the Council of Health Institutions.

2. Proposed Amendment to the Regents' Rules and Regulations, Part One, Chapter V, Section 5 (Graduate Education). -- It is recommended by President Walker that the Regents' Rules and Regulations, Part One, Chapter V, Section 5 be amended by adding the following paragraph:

"Where two or more components of The University of Texas System are authorized to conduct joint or cooperative degree programs, the chief administrative officers of the cooperating institutions shall be authorized to establish, subject to the approval of the President of The University of Texas System, special procedures and organizations for the administration of such programs."

Purpose

This amendment is supported by the Council of Presidents of The University of Texas components in North Texas. It will simplify the administration of joint or cooperative degree programs now offered by these institutions and will promote additional joint or cooperative degree programs among other University of Texas System components.

3. Proposed Amendment to the Regents' Rules and Regulations, Part Two, Chapter VII, Section 8.6 (Sale of Surplus Equipment or Abandoned Property to System Employees). -- It is recommended by System Administration that Section 8.6 of Chapter VII, Part Two of the Regents' Rules and Regulations be amended to read as set out below including the addition of of a Subsection, 8.61:

8.6 Sales to U.T. Employees--Sealed bid [S] sales of surplus equipment or abandoned property may be made to employees of the System or of any of its component institutions only after authorization by the chief administrative officer and approval of the President of the System. Such sales shall be reported in the institutional docket.

8.61 The authorization and reporting requirements in Section 8.6 are not required for public auction sales of surplus equipment or abandoned property to employees of the System.

Purpose

The proposed additions are to enable System employees to purchase University property at public auctions without the approvals which we require in the case of sealed bids.

4. Bond Matters: Recommendation to (a) Advance Refund U. T. Austin Combined Fee Revenue Bonds, Series 1970 and 1974, and U. T. Austin Building Revenue Bonds, Series 1974-A; (b) Advertise for Bids for Sale of Refunding Bonds, Paying Agency and Printing; (c) Appoint Bond Counsel and Bond Consultant; and (d) Establish Account for Fees, Printing and Miscellaneous Costs. --It is recommended by the Administration that:

- a. Authority be granted to advance refund bond issues listed below:
- (1) \$8,955,000 U. T. Austin Combined Fee Revenue Bonds, Series 1970
 - (2) \$6,430,000 U. T. Austin Combined Fee Revenue Bonds, Series 1974
 - (3) \$5,760,000 U. T. Austin Building Revenue Bonds, Series 1974-A
- b. The Office of Investments, Trusts and Lands be authorized to advertise for bids for the sale of the refunding bonds, paying agency for and printing thereof
- c. The firm of Vinson & Elkins be appointed bond counsel and Rauscher Pierce Securities Corporation be appointed bond consultant
- d. An account be established on the books of U. T. Austin for the purpose of paying fees of bond counsel and bond consultant, printing of the bonds, postage and other costs of the issue, all to be paid out of bond proceeds

It is estimated that on the basis of current interest rates a combined interest savings on the three issues would amount to approximately \$1,000,000 over the life of the bonds.

B. U. T. SYSTEM

5. Proposed Agreement Between Tom and Sarah Lea, the Board of Directors of The University of Texas Foundation, Inc., and the Board of Regents of The University of Texas System Related to the Acquisition, Loan, Maintenance and Option to Purchase Certain Works of Art. -- The Board of Directors of The University of Texas Foundation, Inc., subject to the approval of the Board of Regents, has negotiated an agreement (Pages C of W 7-10) by which an additional eleven works of art will come to The University of Texas at Austin to enhance the exhibits already available in the Tom Lea Rooms of the Humanities Research Center.

The agreement sets forth the details of this acquisition and imposes no obligation on the Board of Regents aside from appropriate maintenance but does grant the Board

agreement shall be fully discharged. Any excess of such value of \$90,000 over the value of this promise to pay to Sellers by the Foundation shall be a gift to the Foundation.

3. Foundation will place such works of art as set forth in Exhibit "A" on loan to the Board for use and display in conjunction with the Tom Lea Rooms in furtherance of the educational and research purposes of The University of Texas at Austin. Such works of art will be maintained by the Board in the same proper and prudent manner as those contained in that Deed of Gift from Sellers to the Board, dated June 3, 1976.

4. The Foundation and Sellers agree that the works of art set forth in Exhibit "A" will remain on loan to the University of Texas at Austin until such time as the funds represented by the investment of the Foundation in such works of art are required for other purposes. At such time, as determined by the Foundation, the Board shall have first refusal to purchase said works for a consideration not to exceed the amount then paid to Sellers by the Foundation, plus reasonable interest. Should the Board elect to not make such purchase within six months of such offer by the Foundation, the Foundation will be free

to offer for sale all or part of these works of art as set forth in Exhibit "A" to responsible non-profit organizations whose programs are consistent with the educational, research, and cultural objectives which motivated the Deed of Gift from Sellers to the Board, dated June 3, 1976.

Executed the day and year first above written.

Francis Butrum
Witness

Tom Lea
Tom Lea

Francis Butrum
Witness

Sarah Dighton Lea
Sarah Dighton Lea

Attest

Arthur Talley
EX. SECRETARY

THE UNIVERSITY OF TEXAS
FOUNDATION, INC.

By Hayden Wood
President

Attest:

BOARD OF REGENTS, THE UNIVERSITY
OF TEXAS SYSTEM

By _____

APPROVED AS TO CONTENT:

Edith Allen
President of The University of
Texas System

APPROVED AS TO FORM:

Frederick Shuman
University Attorney

ELEVEN ADDITIONAL INDIVIDUAL WORKS OF ART

1. title: GRANDFATHER CHINA
medium: oil on canvas
size: 36" high x 32" wide
signed: Tom Lea
(date: 1943)
2. title: RENDEZVOUS: NORTH ATLANTIC 1960
medium: oil on canvas
size: 32" high x 58" wide
signed: Tom Lea, Norwegian Sea
date: Sept. 1960
3. title: GREAT FISHING: HIGH WYOMING
medium: oil on canvas
size: 24" high x 30" wide
signed: Tom Lea
date: 1960
4. title: CONTEMPLANDO
medium: oil on canvas
size: 32" high x 40" wide
signed: Tom Lea
date: 1975
5. title: FROSTY WINTER MORNING DOWN THE VALLEY
medium: oil on prepared board
size: 9 3/4" high x 13 1/2" wide
signed: Tom Lea
date: 1936
6. title: OLD GRANDAD BLUFF, LA CROSSE, WISCONSIN
medium: oil on canvas board
size: 9 1/2" high x 10 1/2" wide
signed: Tom Lea
date: 1939
7. title: CHUNGKING
medium: carbon pencil and watercolor
size: 11 3/4" high x 20" wide
signed: Tom Lea
(date: 1943)
8. title: PORTRAIT HEAD OF MANOLETE
medium: conte crayon and pastel
size: 14" high x 7 3/4" wide
signed: Tom Lea
date: 1947
9. title: TWO-STAR SPECIAL
medium: watercolor
size: 23" high x 18 1/4" wide
signed: Tom Lea
date: 1975
10. title: STUDY FOR 'A LITTLE SHADE'
medium: pencil drawing
size: 30 1/2" high x 22" wide
signed: "working drawing for the central section
of an oil painting. 'A Little Shade,'
done at El Paso. summer of 1965 - Tom Lea"
11. title: MYSTICAL WHITE PACING MUSTANG
medium: brush and india ink drawing
size: 3 3/4" high x 14 3/4" wide
signed: Tom Lea
(date: 1949)

C. U. T. ARLINGTON

6. Request for Ratification of Dispatch Service Agreement with City of Pantego, Texas.--

Recommendation

It is recommended by President Nedderman and System Administration that the Dispatch Service Agreement set out on Pages C of W 12-15 signed by President Nedderman on behalf of The University of Texas at Arlington and Mr. Wayne A. Rohne, Mayor of the City of Pantego, Texas, be ratified.

Purpose and Background Information

Through this agreement, the City of Pantego will furnish all equipment necessary to maintain 24-hour per day, seven day a week telephone answering, landline communication and dispatch service for Pantego police, fire and ambulance service.

U. T. Arlington will provide space to house the equipment furnished by the City and will provide personnel to maintain the service operation. The City will pay U. T. Arlington \$400.00 per month to provide this service and, in addition, U. T. Arlington through use of the landline communication equipment will have fast access to the Texas Department of Public Safety Crime Information Center. Access to the Crime Information Center is needed at U. T. Arlington.

THE STATE OF TEXAS §
 § DISPATCH SERVICE AGREEMENT
COUNTY OF TARRANT §

THIS AGREEMENT, made and entered into this 12th day of May, 1978, by and between THE UNIVERSITY OF TEXAS AT ARLINGTON and the CITY OF PANTEGO, a general law municipal corporation (hereinafter called, "Pantego"), each acting herein by and through its duly authorized officials:

W I T N E S S E T H:

WHEREAS, Pantego is desirous of obtaining the use and services of a dispatch center to perform communication functions for its police, fire and ambulance service; and

WHEREAS, Pantego owns its radio equipment and can provide telephone and landline communications capabilities for the benefit of both entities; and

WHEREAS, The University of Texas at Arlington Police Department has the space and personnel to provide telephone answering and dispatch service on a twenty-four (24) hour, seven (7) day a week basis; and

WHEREAS, said entities believe it is to their mutual benefit to enter into an agreement for the provision of telephone, landline communication and dispatch services; and

WHEREAS, said entities are authorized to enter into such an agreement under the authority of Article 4413(32c), V.A.C.S., known as the Interlocal Cooperation Act.

NOW, THEREFORE, in consideration of the premises and of the terms, provisions and mutual promises herein contained, it is mutually agreed as follows:

ARTICLE I

EQUIPMENT

Pantego, through its Police Department, shall, at their

expense, provide and install at The University of Texas at Arlington Police Dispatch Center the necessary telephone, landline communications and radio equipment to meet their desired specifications.

The University of Texas at Arlington Police Department shall provide space in its Communications Center to accommodate the aforementioned equipment and provide personnel to maintain twenty-four (24) hour-per-day, seven (7) day-per-week, telephone answering, landline communication and dispatch service for Pantego police, fire and ambulance service.

ARTICLE II

LOGS AND DISPATCH CARDS

The University of Texas at Arlington Police Communications Center personnel will maintain the required FCC Radio Logs for Pantego and initiate call cards on all calls for service in Pantego. Radio logs will be retained in file in The University of Texas at Arlington Dispatch Center.

Pantego Police will pick up their call-cards to be maintained in their file on a daily basis.

ARTICLE III

PAYMENTS

In consideration of the services hereinabove provided to be performed by The University of Texas at Arlington Police, Pantego agrees to pay to The University of Texas at Arlington compensation at a rate of FOUR HUNDRED DOLLARS (\$400.00) per month, said rate to accrue monthly beginning on the day of execution of this agreement. Payments herein provided shall be made by Pantego on or before the tenth (10th) day of each month, for services rendered in the immediately preceding month to The University of Texas at Arlington.

ARTICLE IV

TRANSPORTATION

It is understood that this agreement is for the provision

of telephone answering, landline communication and dispatch service. All transportation of related reports will be provided by Pantego.

ARTICLE V

LIABILITIES

Pantego agrees to hold harmless, save and indemnify The University of Texas at Arlington for any and all claims, causes of actions and judgments for damages, personal injury, death, false arrest, false imprisonment and abuses of process that may be asserted against The University of Texas at Arlington arising out of acts or the failure to act during performance of this agreement of any employee or volunteer of Pantego. Pantego hereby agrees to levy a tax sufficient to pay any of the above stated liabilities. Insofar as authorized by the Constitution and laws of the State of Texas, The University of Texas at Arlington agrees to hold harmless, save and indemnify Pantego for any and all claims, causes of action and judgments for damages, for personal injury and for death that may be asserted against Pantego arising out of acts or the failures to act during the performance of this agreement of any employee.

ARTICLE VI

CANCELLATION

The term of this agreement shall commence on the date of its execution and shall become effective on the approval of the Board of Regents of The University of Texas System and the approval of the City Council of the City of Pantego and shall continue from year to year unless sooner terminated by either party upon thirty (30) days written notice prior to the effective date of said termination.

ARTICLE VII

ADMINISTRATION

The agent of The University of Texas at Arlington for the administration of this agreement, including all notices herein required, shall be the Chief of Police of The University of

Texas at Arlington, or his representative as designated to Pantego in writing. The agent of Pantego for administration of this agreement, as aforesaid, shall be Chief of Police Larry Smith.

Executed in duplicate original counterparts on this 12th day of May, 1978.

THE UNIVERSITY OF TEXAS AT ARLINGTON

By Wendell H. Nedderman
Dr. Wendell H. Nedderman, President

CITY OF PANTEGO, TEXAS

By Wayne A. Robue
Mayor

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 _____, 1978.

Secretary, Board of Regents of
The University of Texas System

CERTIFICATE OF APPROVAL

I hereby certify that the foregoing agreement was ~~ap-~~ ^{ratified} ~~proved~~ by the City Council of the City of Pantego on the 22 day of May, 1978.

Wayne A. Robue

D. U. T. AUSTIN

7. School of Architecture: Proposed Renaming of the Architecture Building. --

Recommendations

It is recommended by President Rogers and System Administration that the Board of Regents:

- a. Change the name of the Architecture Building at The University of Texas at Austin to Goldsmith Hall
- b. Authorize the mounting of a suitable plaque and other appropriate actions to identify the building as a memorial to the late Goldwin C. Goldsmith

Background Information

Professor Goldsmith was a distinguished scholar, author and champion of architectural education. He was a beloved faculty member at the University from 1928 until his death in 1962. From 1928 through 1936 his guidance so elevated the Architecture Curriculum that it became the first such curriculum in the State of Texas to receive national accreditation. Professor Goldsmith distinguished the University as a founding member of the Texas Society of Architects and by being invested by the American Institute of Architects in 1930 as its first fellow in the State of Texas. His tireless efforts and influence supported the construction of the Architecture Building and the establishment of the first School of Architecture in the U. T. System. Generous personal funds were donated by Professor Goldsmith for scholarships for worthy Architecture students.

Dean Hal Box and an Architecture Alumni Group endorse the naming of the building in honor of Professor Goldsmith as a fitting tribute to his distinguished leadership in architectural education and for his contributions to the architectural profession.

8. School of Law: Formal Establishment of Liddell, Sapp, Zivley & Brown Professorship in Banking, Financial, Commercial and Corporate Law. --

Recommendation

It is recommended that in accordance with the Regents' Rules and Regulations an endowed professorship to be known as the Liddell, Sapp, Zivley & Brown Professorship in Banking, Financial, Commercial and Corporate Law be established in the School of Law at The University of Texas at Austin and that it be funded with a gift through the Law School Foundation from Charles Sapp of 9,500 shares of common stock of Southwest Chemical Services Incorporated that was accepted on April 7, 1978.

9. Recommendation to Accept Pledge from Richardson Foundation to Establish the Lyndon B. Johnson Public Service Professorship and Proposed Appointment Thereeto. --

Recommendation

System Administration recommends that the request from U. T. Austin that the pledge from the Richardson Foundation to make a gift of \$38,000 per year for a period of five years for the purpose of establishing the Lyndon B. Johnson Public Service Professorship in the Lyndon Baines Johnson School of Public Affairs be approved with the understanding that the new position is to be offered to Miss Barbara Jordan.

Background Information

Miss Jordan is expected to join the faculty of the LBJ School in January 1979 when she will have completed her term in Congress. Miss Jordan's distinguished career in the Legislature of the State of Texas and in Congress provides unique experience and qualification for her to teach in the area of intergovernmental relations as well as ethics in public affairs. The establishment of this professorship, designated for candidates that have had a distinguished career in public service, has the endorsement of appropriate officials at U. T. Austin as well as the warm support of Mrs. Johnson. While the customary permanent endowment for professorships is not created, it is expected that alternate support for the Lyndon B. Johnson Public Service Professorship will be obtained at the end of the five years.

E. GALVESTON MEDICAL BRANCH

10. Formal acceptance of Gift from The Sealy & Smith Foundation and Establishment of the John Sealy Chair in Pediatrics. --



Recommendation

It is recommended that the gift accepted from The Sealy & Smith Foundation at the Regents' meeting in Galveston on April 7, 1978, for the establishment of the John Sealy Chair in Pediatrics at The University of Texas Medical Branch at Galveston be formally accepted and that the John Sealy Chair in Pediatrics be established by the adoption of the following Resolution:

On Thursday, April 6, 1978, dedication ceremonies were held for the new John Sealy Hospital at The University of Texas Medical Branch at Galveston. This magnificent new hospital -- one of the most modern and best equipped in the world -- was a product of the vision and generosity of The Sealy and Smith Foundation which provided the entire \$32.5 million for its construction.

During those ceremonies, Chairman Shivers, on behalf of the Board of Regents of The University of Texas System, accepted with deep gratitude a check in the amount of \$500,000 from The Sealy and Smith Foundation for the creation of a Chair in Pediatrics at the Medical Branch.

This gift in itself was a remarkable act of generosity. But it is all the more remarkable in the context of the \$108 million that the Foundation has given to the Medical Branch in its 56 years of existence. Truly The Sealy and Smith Foundation has changed the face of The University of Texas Medical Branch at Galveston.

Be it RESOLVED, therefore, by the Board of Regents of The University of Texas System, That lasting appreciation and gratitude be expressed to The Sealy and Smith Foundation -- not only for this gift . . . not only for past generousities . . . but for the Foundation's expressed desire to support the Medical Branch in the future.

II. DEVELOPMENT MATTERS

A. HOUSTON HEALTH SCIENCE CENTER

Report of Membership for Development Board. --In order that the record may be up-to-date, the Houston Health Science Center has reported through System Administration the acceptance of those individuals who were appointed to The University of Texas Health Science Center at Houston Development Board on February 10, 1978:

Mr. William Bruce, Houston
Mr. John Cater, Houston*
Mr. Jack Currie, Houston
Mr. William C. Harvin, Houston
Mr. Allan C. King, Houston
Mr. Neal Wade, Houston
Mr. William M. Wheless, III, Houston

Also, the acceptance of the following nominee approved by the Board of Regents on September 12, 1975, is reported for the record:

Mr. Weldon H. Smith, Houston

These members, as well as those reported for the record on December 16, 1977, will draw for terms at an organizational meeting.

The authorized membership of this Development Board is 53. See Page C of W 46 for proposed appointments to unfilled terms.

*You will note that this Mr. John Cater is not the same Mr. John Cater who is being nominated (Page C of W 46) to serve on this Development Board. This Mr. Cater who was approved at the February 10, 1978, meeting is Vice-President of Rotan Mosle, Inc. The other Mr. Cater is President of the Bank of the Southwest in Houston.

B. U. T. SYSTEM

Proposed Nominees to Development Boards and Advisory Councils:

U. T. Arlington: Development Board; Graduate School of Social Work, College of Business Administration, and School of Nursing Advisory Councils (Pages 20-22);
U. T. Austin: Development Board; School of Architecture Foundation, Arts and Sciences Foundation (Humanities, Natural Sciences, Social and Behavioral Sciences, General and Comparative Studies), College of Business Administration Foundation, School of Communication Foundation, College of Education Foundation, College of Engineering Foundation, College of Fine Arts Foundation, Geology Foundation, Graduate School Foundation, Graduate School of Library Science Foundation, Pharmaceutical Foundation, School of Social Work Foundation, McDonald Observatory, School of Nursing and Marine Science Institute Advisory Councils (Pages 22-37);
U. T. Dallas: Development Board; School of Management and Administration, Callier Center for Communication Disorders, General Studies, and Arts and Humanities Advisory Councils (Pages 38-41);
U. T. El Paso: Development Board (Page 42);
U. T. Permian Basin: Development Board (Pages 42-43);
U. T. San Antonio: Development Board; College of Business and Institute of Texan Cultures Advisory Councils (Pages 43-45);
Dallas Health Science Center: Development Board (Page 45);
Galveston Medical Branch: Development Board (Page 46);
Houston Health Science Center: Development Board; Houston Medical School, Houston Dental Branch, Graduate School of Biomedical Sciences and Speech and Hearing Institute, School of Allied Health Sciences, and Public Health School Advisory Councils (Pages 46-48);
San Antonio Health Science Center: Development Board (Page 48); and
University Cancer Center: Board of Visitors of University Cancer Foundation (Page 48).--Chancellor LeMaistre concurs with the recommendation of the appropriate chief administrative officer that the Board of Regents approve the appointments to the several development boards and advisory councils set forth on the following pages (C of W 20 - 48), and that where indicated approval be given for an increase in the authorized membership. Terms on the development boards and advisory councils expire regularly on August 31 of each year.

When the appointments have been accepted, they will be reported for the record.

THE UNIVERSITY OF TEXAS AT ARLINGTON

Recommended Appointments to Membership

1. Development Board

a. Membership

Authorized 25

Recommended 25

b. Reappointments

For three year terms ending 1981

Mr. Robert Alpert, Dallas
Dr. Malcolm K. Brachman, Dallas
Mr. Rawles Fulgham, Dallas
Mr. Jenkins Garrett, Fort Worth
Mr. Burl B. Hulse, Jr., Dallas
Mr. Dee J. Kelly, Fort Worth
T. L. Shields, M.D., Fort Worth
Mr. Lee Smith, Dallas
Mr. Marvin Stetler, Arlington

c. New Appointments

None

d. Unfilled Terms

5

Term Expires

Determined as
filled

2. Graduate School of Social Work Advisory Council

a. Membership

Authorized 26

Recommended 26

b. Reappointments

For three year terms ending 1981

Mr. Ralph M. Shannon, Dallas

c. New Appointments

For three year terms ending 1981

Mr. Harry Tanner, Dallas, to replace Mrs. Phil Schepps. Business: Community Council of Greater Dallas
Mr. Robert Standifer, Fort Worth, to replace Mrs. Thelma Thornton. Business: Vice President, Fort Worth National Bank
Mr. Ron Burrus, Irving, to replace Mr. Ralph A. Wagner. Business: Health Systems Agency
Mr. Al Stillman, Dallas, to replace Mrs. Barbara Wiederaenders. Business: Dallas Chamber of Commerce

d. Unfilled Terms	<u>Term Expires</u>
7	1979
5	1980

3. College of Business Administration Advisory Council

a. Membership

Authorized 30 Recommended 30

b. Reappointments

For two year terms ending 1980

Mr. Harold Patterson, Arlington, vacancy from
resignation of Mr. Tom Vandergriff, August
1977

For three year terms ending 1981

Mr. W. N. McKinney, Dallas
Mr. Mike A. Myers, Dallas
Mr. George B. Phillips, Fort Worth

c. New Appointments

For three year terms ending 1981

Mr. Richard L. Buerkle, Grand Prairie, to replace
Mr. Robert C. Findlay. Business: President,
Buerkle Investment Company
Mr. John Ford, Dallas, to replace Mr. Robert A.
Johnson. Business: Senior Vice President,
Hill & Knowlton, Inc.
Mr. J. M. Hill, Cleburne, to replace Mr. Paul
Mason. Business: President, Rangaire
Corporation
Mr. Paul E. Yarbrough, Arlington, to replace
Mr. Harold Patterson. Business: President,
Peyco Company
Mr. Robert L. Kirk, Dallas, to replace Mr. Richard
Poynter. Business: President, Vought Corpora-
tion
Mr. Ed Schollmaier, Fort Worth, to replace Mr. J. P.
Tarantino, III. Business: President, Alcon
Laboratories
Mr. Charles Simmons, Fort Worth, to replace Mr. Tom
Taylor. Business: Senior Vice President-Sales,
The Western Company of North America

d. Unfilled Terms

None

4. School of Nursing Advisory Council

a. Membership

Authorized 16

Recommended 16

b. Reappointments

For three year terms ending 1981

Frank C. Council, M.D., Arlington
Mrs. J. Clark Nowlin, Fort Worth
Fred Rehfeldt, M.D., Millsap
Mr. Bill Wagner, Bedford

c. New Appointments

For two year terms ending 1980

Mr. Dan Dipert, Arlington, vacancy from unfilled
term. Business: Owner-Manager, Dan Dipert
Travel Service

d. Unfilled Terms

Term Expires

1

1980

THE UNIVERSITY OF TEXAS AT AUSTIN

Recommended Appointments to Membership

1. Development Board

a. Membership

Authorized 26

Recommended 26

b. Reappointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Mrs. Eugene McDermott, Dallas
Mr. J. Mark McLaughlin, San Angelo
Mr. B. D. Orgain, Beaumont

c. New Appointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Mrs. Jack C. Vaughn, Dallas, to replace Mr. John P. Thompson.
Business: Civic Leader

d. Unfilled Terms

Term Expires

None

2. School of Architecture Foundation Advisory Council

a. Membership

Authorized 25

Recommended 25

b. Reappointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Mr. Robert L. Armstrong, Austin
Mr. Joe Edward Guthrie, Dallas
Mr. Alwyn S. Koehler, Houston
Mr. Raymond D. Nasher, Dallas
Mr. J. V. Neuhaus III, Houston
Mr. A. T. Seymour III, Fort Worth

c. New Appointments

For one year terms ending 1979

Mr. James A. Clutts, Dallas, vacancy from unfilled term.
Business: Architect, Harper, Kemp, Clutts, and Parker

For two year terms ending 1980

Mr. Robert W. Cutler, Salado, vacancy from unfilled term.
Business: Architect

Mr. Howard Barr, Austin, vacancy from unfilled term.
Business: Architect

For three year terms ending 1981

Mr. Crawford Dunn, Dallas, to replace Dr. Richard F. Brown.
Business: Graphic Designer, RVA Architects Incorporated.

Mr. Frank A. Sherwood, Fort Worth, to replace Mr. Charles E.
Lawrence. Business: Engineer, Geren Associates

Mr. Fred W. Day, Jr., Austin, to replace Mr. Louis C. Page.
Business: Architect, Jessen Associates

d. Unfilled Terms

None

3. Arts and Sciences Foundation Advisory Councils

a. Membership

Authorized 36 Recommended 36

College of Humanities Advisory Council

b. Reappointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Mr. Ralph T. Hull, Houston
Mr. William Rudd, Waskom

c. New Appointments

For one year terms ending 1979

None

For two year terms ending 1980

Mrs. Amon Carter, Jr., Fort Worth, vacancy from unfilled
term. Business: Civic leader and housewife

Mrs. Larry E. Temple, Austin, vacancy from unfilled term.
Business: Civic leader and housewife

For three year terms ending in 1981

None

d. Unfilled Terms

None

College of Natural Sciences Advisory Council

b. Reappointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Mr. Donald Baeder, Houston
Mrs. Ford Boulware, San Angelo
Dr. Gordon K. Teal, Dallas

c. New Appointments

For one year terms ending 1979

Dr. Lucian LaCoste, Austin, to replace Mrs. Horace Nash.
Business: Owner, scientific instruments company

For two year terms ending 1980

None

For three year terms ending 1981

None

d. Unfilled Terms

None

College of Social and Behavioral Sciences Advisory Council

b. Reappointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Mrs. Trammell Crow, Dallas
Mr. Harry Lee Hudspeth, El Paso
Mrs. Radcliffe Killam, Laredo
Mr. James H. Young, Corpus Christi

c. New Appointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Mrs. Robert B. Brinkerhoff, Houston, to replace Mr. H. K. Allen.
Business: Civic leader and housewife

d. Unfilled Terms

None

Division of General and Comparative Studies Advisory Council

b. Reappointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Mrs. William D. Seybold, Houston

c. New Appointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Mr. Hall Hammond, San Antonio, vacancy from unfilled term.
Business: Wholesale jewelry distributor

d. Unfilled Terms

None

4. College of Business Administration Foundation Advisory Council

a. Membership

Authorized 35

Recommended 35

b. Reappointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Mr. James L. Bayless, Dallas
Mr. James B. Goodson, Dallas
Mr. Sheldon I. Oster, Houston
Mr. Rex Sebastian, Dallas
Mr. Theodore Strauss, Dallas
Mr. C. S. Wallace, Jr., Houston
Mr. W. Duke Walser, Houston
Mr. George S. Watson, Dallas
Mrs. Bonita Granville Wrather, Los Angeles, Ca.

c. New Appointments

For one year terms ending 1979

Mr. James H. Polk, III, El Paso, to replace Mr. James Farah who resigned. Business: President and Chief Executive Officer, Property Trust of America

For two year terms ending 1980

None

For three year terms ending 1981

Mr. Richard Seaver, Los Angeles, to replace Mr. Robert Buford. Business: President, Hydril Company of Los Angeles
Mr. William D. Hawkins, Houston, to replace Mr. Robert C. Drummond. Business: Chairman of the Board, Industrial Towel and Uniform Co.
Mr. Clyde Johnson, Jr., San Antonio, to replace Mr. A. B. Horn. Business: President and Chief Executive Officer of Alamo Savings
Mr. Ralph Spence, Tyler, to replace Mr. Oscar C. Lindemann. Business: Independent Oil Operator
Mrs. Anne Phillips, Frisco, to replace Mr. James Scurlock. Business: Cattle raising, Oil & Gas Interests
Mr. Ralph Velasco, San Antonio, vacancy from unfilled term Business: President and Chief Executive Officer of Amigo Foods Company, Inc.

d. Unfilled Terms

Term Expires

None

5. School of Communication Foundation Advisory Council

a. Membership

Authorized 23

Recommended 23

b. Reappointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Dr. Elizabeth Carrow-Woolfolk, Houston
Mr. Rush K. Evans, Jr., Austin
Mr. Jim Fain, Austin
Mr. Bill R. Jones, Dallas
Mr. Wayne C. Sellers, Palestine
Mr. Tom J. Simmons, Dallas

c. New Appointments

For one year terms ending 1979

Mr. Tom McCarten, Dallas, to replace Mr. Jean William Brown.
Business: Executive Vice-President, Dallas Times-Herald

For two year terms ending 1980

None

For three year terms ending 1981

Mr. Sam W. Papert, Jr., Dallas, to replace Mr. Jim Clark.
Business: President, Texas Daily Press League of Dallas
Mr. John T. Jones, Jr., Houston, to replace Mr. Robert E.
Huchingson. Business: President, Rusk Corporation of Houston
Mr. J. D. Wrather, Jr., Los Angeles, California, to replace Mr. W.
Thomas Johnson, Jr. Business: President, Wrather Corporation

d. Unfilled Terms

Term Expires

None

6. College of Education Foundation Advisory Council

a. Membership

Authorized 14

Recommended 14

b. Reappointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Mr. Ralph Anderson, Houston
Dr. C. C. Colvert, Austin
Mr. Richard A. Haberman, Austin
Mr. M. K. Hage, Jr., Austin
Mrs. Ralph Hanna, Austin
Mr. Raymond A. Lee, Austin
Mrs. Hazel Jane Clements Monday, Huntsville
Mrs. Sybil Seidel, Dallas
Dr. Gordon K. Teal, Dallas
Mrs. Robert Wilkes, Austin

c. New Appointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

None

d. Unfilled Terms

One

Term Expires

1980

Two

1981

7. College of Engineering Foundation Advisory Council

a. Membership

Authorized 35

Recommended 35

b. Reappointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Mr. John H. Duncan, Houston
Mr. Curtis M. Klaerner, New York, New York
Mr. William F. Martin, Bartlesville, Oklahoma
Mr. R. W. McKinney, Nacogdoches
Mr. C. A. Rundell, Jr., Dallas
Dr. T. S. Webb, Fort Worth
Mr. D. L. Wiley, New York, New York

c. New Appointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Dr. Edward A. Mason, Chicago, Illinois, to replace Mr. Melvin H. Gertz. Business: Vice President, Standard Oil Company (Indiana)
Mr. A. R. Dudley, Houston, to replace Mr. G. H. Meason. Business: Senior Vice President, Tenneco Oil Company
Mr. John T. Files, Houston, to replace Mr. Robert Lee Parker. Business: Chairman of the Board, Merichem Company
Mr. M. A. Wright, Houston, to replace Mr. Roy Tolk. Business: Chairman of the Board, Cameron Iron Works, Inc.
Mr. S. D. Bechtel, Jr., San Francisco, California, to replace Mr. F. Randolph Yost. Business: Chairman of the Board, Bechtel, Inc.
Mr. Robert L. White, Arcadia, California, vacancy from unfilled term. Business: President, Engineering Science, Inc.

d. Unfilled Terms

Term Expires

None

8. College of Fine Arts Foundation Advisory Council

a. Membership

Authorized 27

Recommended 30

b. Reappointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Mrs. Elizabeth B. Blake, Dallas
Miss Laura Carpenter, Dallas
Mr. Charles D. Clark, McAllen
Mrs. Walter Foxworth, Dallas
Mrs. W. St. John Garwood, Austin
Dr. George S. Heyer, Jr., Austin
Miss Ann H. Holmes, Houston
Mrs. Alexander J. Oppenheimer, San Antonio
Mr. Francis Prinz, Fort Worth
Mrs. Wallace S. Wilson, Houston

c. New Appointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Mr. Bob R. Dorsey, Austin, vacancy from unfilled term.
Business: Retired Chairman of Gulf Oil Corporation

Mrs. Alice K. Reynolds Meyer, San Antonio, vacancy
from unfilled term. Business: Investor

d. Unfilled Terms

Term Expires

Three

1981

9. Geology Foundation Advisory Council

a. Membership

Authorized 33

Recommended 35

b. Reappointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Mr. J. Ben Carsey, Houston
Mr. James H. Frasher, Houston
Mr. William E. Gipson, Houston
Mr. Jack K. Larsen, Amarillo
Mr. James R. Moffett, Metairie, Louisiana
Mr. Scott Petty, Jr., San Antonio
Mr. Jack D. Wallner, Houston
Mr. Joseph C. Walter, Jr., Houston

c. New Appointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Mr. Thomas D. Barrow, New York, New York, to replace Mr. Morgan J. Davis. Business: Senior Vice President, Exxon Corporation

Mr. John F. Bookout, Houston, vacancy from increased membership. Business: President, Shell Oil Company

Mr. William T. Stokes, Dallas, vacancy from increased membership. Business: Vice President-Exploration, R. L. Burns Corporation

d. Unfilled Terms

Term Expires

One

1980

10. Graduate School Foundation

This Foundation is in the process of initial organization; nominees are not being presented at this time.

11. Graduate School of Library Science Foundation Advisory Council

a. Membership

Authorized 9

Recommended 9

b. Reappointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Dr. Robert R. Douglass, Austin

c. New Appointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Mrs. Harriet Dickson Reynolds, Houston, to replace Mr. Victor Jeffress. Business: Retired Librarian

d. Unfilled Terms

Term Expires

One

1981

12. Pharmaceutical Foundation Advisory Council

a. Membership

Authorized 24

Recommended 25

b. Reappointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Mr. Ben Mike Ethridge, San Antonio
Mr. William Arlyn Kloesel, Austin
Mrs. William L. Pipkin, Bryan

c. New Appointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Mr. Durwood Swanger, Texarkana, to replace Mr. Ralph L. Good, Jr.
Business: Community pharmacist

Mr. Daniel Bert Thomas, Irving, to replace Dr. John L. Batey.
Business: Hospital pharmacy consultant

Mr. Michael Zagorac, Jr., Clearwater, Florida, to replace Mr. Russell L. Seitz. Business: Vice President for public affairs

Mr. Almer Engle, Houston, vacancy from increased membership
Business: pharmacist

d. Unfilled Terms

None

13. School of Social Work Foundation Advisory Council

a. Membership

Authorized 20 Recommended 20

b. Reappointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Mr. Jacob H. Kravitz, Dallas
Mrs. Jack Rice Turner, Corpus Christi

c. New Appointments

For one year terms ending 1979

Mr. Glendon Johnson, Galveston, vacancy from unfilled term.
Business: American National Insurance Company

For two year terms ending 1980

None

For three year terms ending 1981

Mr. Phil Dowell Strickland, Dallas, to replace Mrs. Robert Ayres, Jr. Business: Christian Life Commission, Baptist General Convention of Texas

Mr. Larry Farish York, Houston, to replace Mrs. Kenneth A. Covell
Business: Attorney

Mr. Leon Rabin, Dallas, to replace Mr. Bert Holmes.
Business: Owner, DelAnn's (women's specialty store)

Mrs. Bitty Gladstone, El Paso, to replace Mr. Raymond Vowell. Business: Civic leader

Dr. Carolyn Dixon Wells, Houston, vacancy from unfilled term.
Business: Associate Professor, Texas Southern University

d. Unfilled Terms

Term Expires

One

1980

14. McDonald Observatory Advisory Council

a. Membership

Authorized 29

Recommended 29

b. Reappointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Mr. John W. Cox, La Jolla, California
Mr. Houston Harte, San Antonio
Mr. Leroy Jeffers, Houston
Mr. Chris Lacy, Alpine
Mr. Robert W. Olson, Dallas
Mr. Thomas E. Rodman, Odessa
Mr. Walter G. Sterling, Houston

c. New Appointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Mr. Morris Atlas, McAllen, to replace Mr. Fred P. Brien, Jr.
Business: Attorney
Mr. Sam Yanagisawa, Garland, to replace Mr. C. C.
Cowell, Jr. Business: Chairman of the Board,
Varo, Inc.

d. Unfilled Terms

Three

Term Expires

1981

15. School of Nursing Advisory Council

a. Membership

Authorized 9

Recommended 15

b. Reappointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Mrs. Patrick J. Nugent, Austin

c. New Appointments

For one year terms ending 1979

Mrs. Eddie Bernice Johnson, Dallas, vacancy from increased membership. Business: Regional Office, Department of HEW

For two year terms ending 1980

Mr. David Davenport, Austin, vacancy from increased membership. Business: Vice-President for Business, Austin National Bank

Mr. Carl C. Maxey, Pineland, vacancy from increased membership. Business: Retired School Teacher

Mr. Thomas M. Reavley, Austin, vacancy from increased membership. Business: Oil and Gas Litigation Lawyer, Scott and Douglas Law Office

Mr. Earl E. Walker, Shrewsbury, Missouri, vacancy from unfilled term. Business: President, Carr Lane Manufacturing Company

For three year terms ending 1981

James C. Cain, M.D., Rochester, Minnesota, to replace Mr. Ike S. Kampmann, Jr. Business: **Retired Physician, University of Minnesota**

Armando Cuellar, M.D., Weslaco, to replace Ted Forsythe, M.D. Business: Physician

Mr. Louis F. Shanks, Austin, vacancy from increased membership. Business: Owner, Louis Shanks Furniture Company

Mrs. Lola Bell, Austin, vacancy from increased membership. Business: Civic leader and housewife

d. Unfilled Terms

None

16. Marine Science Institute Advisory Council

a. Membership

Authorized 35

Recommended 35

b. Reappointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Mr. William H. Bauer, La Ward
Mr. James H. Clement, Kingsville
Mrs. Jane Flato, Corpus Christi
Mr. Harris L. Kempner, Jr., Galveston
Mr. William Negley, San Antonio
Mr. V. F. Neuhaus, Mission
Mr. A. Chauncey Newlin, New York, New York
Mr. James C. Storm, Corpus Christi
Mr. Gale White, Weimar

c. New Appointments

For one year terms ending 1979

Dr. Enio Feliciotti, Englewood Cliffs, New Jersey, vacancy from unfilled term. Business: Vice-President of Technical Research, Thomas J. Lipton Company, Inc.

For two year terms ending 1980

Mr. George C. Hixon, San Antonio, vacancy from unfilled term.
Business: Investment Executive

Mr. Richard P. Keeton, Houston, vacancy from unfilled term.
Business: Attorney

Mr. Edwin Singer, Corpus Christi, vacancy from unfilled term.
Business: Investments and Ranching

For three year terms ending 1981

Mr. Charles C. Butt, Corpus Christi, vacancy from unfilled term.
Business: President, H. E. Butt Grocery Company

Mr. Ben F. Vaughan, Jr., Corpus Christi, vacancy from unfilled term.
Business: Attorney and Investor

d. Unfilled Terms

Term Expires

None

THE UNIVERSITY OF TEXAS AT DALLAS

Recommended Appointments to Membership

1. Development Board

a. Membership

Authorized 25 Recommended 25

b. Reappointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Mr. J. Fred Bucy, Dallas
Mr. James B. Goodson, Dallas
Mr. Morris Hite, Dallas
Mr. Philip R. Jonsson, Dallas
Mrs. William W. Lynch, Dallas
Mr. Mark Martin, Dallas
Mr. Thomas M. Sullivan, Dallas

c. New Appointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

None

d. Unfilled Terms

Term Expires

1

1981

2. Advisory Council for the School of Management and Administration

a. Membership

Authorized 25 Recommended 25

b. Reappointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Mr. Ernest T. Baughman, Dallas
Mr. Joe M. Dealey, Jr., Dallas
Mr. Norman B. Keider, Dallas
Mr. James B. Lendrum, Dallas
Mr. Jay R. Reese, Dallas
Mr. William H. Seay, Dallas
Mr. Rex A. Sebastian, Dallas
Mr. James R. Voisinet, Dallas
Mr. C. Lee Walton, Dallas

c. New Appointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

None

d. Unfilled Terms

Term Expires

2

1979

3

1980

3. Advisory Council for the Callier Center for Communication Disorders

a. Membership

Authorized 26

Recommended 26

b. Reappointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Mrs. A. Earl Cullum, Jr., Dallas
Mr. Robert B. Cullum, Dallas
Mr. Joe M. Dealey, Dallas
Mrs. Robert E. Dennard, Dallas
Mr. Lee Fikes, Dallas
Mr. Gerald Fronterhouse, Dallas
Mr. Ben A. Lipshy, Dallas
Dr. Frederick Seitz, New York, New York
Mr. C. A. Tatum, Jr., Dallas
Mr. R. L. Thornton, Jr., Dallas
Mrs. Jack C. Vaughn, Dallas

COMMITTEE OF THE WHOLE
EMERGENCY ITEM

Date: June 9, 1978
Time: Following the Meeting of the Land and Investment Committee
Place: Regents' Meeting Room, Ninth Floor, Ashbel Smith Hall
Austin, Texas

Page
C of W

U. T. AUSTIN

11. Proposed Archive Contract with the Mathematics Association of America 50

Documentation

11. U. T. Austin: Proposed Archive Contract with the Mathematics Association of America.--

Recommendation

It is recommended by President Rogers that approval be given to the Archives Contract set out on Pages C of W 51 -55 for the Humanities Research Center to act as a repository for scientific archival collections now in the possession of the Mathematics Association of America.

System Administration supports this recommendation since it expands the present archival collection of the Humanities Research Center and provides to scholars access to important mathematical materials.

Background Information

The contract has been approved as to form and content by appropriate System Administration officials.

THE STATE OF TEXAS

COUNTY OF TRAVIS

ARCHIVE CONTRACT

THIS CONTRACT, made the _____ day of _____, 1978, by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, for and on behalf of the Humanities Research Center of The University of Texas at Austin, an institution of higher education established under the Constitution and laws of Texas, hereinafter referred to as "University", and THE BOARD OF GOVERNORS OF THE MATHEMATICAL ASSOCIATION OF AMERICA, a nonprofit corporation incorporated and acting under the laws of the State of Illinois, hereinafter referred to as "MAA";

W I T N E S S E T H:

WHEREAS, University now operates a facility located at the Humanities Research Center building at 21st and Guadalupe Streets, in the City of Austin, State of Texas, and therein provides scientific archival collection and storage services; and,

WHEREAS, University periodically desires to expand its scientific archival collections by acting as a repository for scientific materials; and,

WHEREAS, MAA presently owns certain mathematical archival materials; and,

WHEREAS, MAA desires to establish a location where the mathematical archival material can be deposited and serve as a nucleus for additional gifts of mathematical archival material.

NOW, THEREFORE, in consideration of the premises and of the benefits derived and to be derived therefrom and from the agreement established and implemented by said parties, University and MAA agree, for purposes of achieving the above described objectives of said parties, to be covered by and subject to the following terms and conditions:

1. Subject to the provisions of this contract, MAA shall grant all rights, title and interest, in and to certain mathematical manuscript materials consisting of a number of separate, important collections (including, but not limited to, reports, brochures, files of correspondence, interviews on tape, films, books and manuscripts that are no longer needed by MAA and are not confidential) from the MAA archives, to University to be collectively designated "THE ARCHIVES OF AMERICAN MATHEMATICS". It is understood that THE ARCHIVES OF AMERICAN MATHEMATICS may contain collections other than those provided by MAA. It is understood that any interest in these materials conveyed to The University of Texas includes only the physical property and specifically excludes any copyright interest or literary property therein, which is appropriately reserved to the respective authors of the material in question.

2. In regard to the storage function, University agrees as follows:

(a) To place all manuscripts, typescripts and letters in mylar folders and assemble these folders in acid-free boxes, to be supplied by University, and to place all magnetic tapes in steel cabinets, to be supplied by University.

(b) To house THE ARCHIVES OF AMERICAN MATHEMATICS in a vault or suitable storage where humidity and temperature are optimally controlled and highest standards of pest control and fire protection are maintained (such as the present Humanities Research Center (HRC) building at 21st and Guadalupe Streets, Austin, Texas).

(c) To catalogue and to classify the archival material obtained from MAA and other donors. Furthermore, University agrees to prepare a listing of the materials available sufficient to enable a scholar not

present in Austin to decide whether or not the collection has items which he desires to study. University agrees to furnish Xerox copies of such listings at the usual HRC charges for Xerox copies.

(d) To maintain subject catalogue cards for items already in the HRC or items obtained later from other sources which deal with American Mathematics, which provides an automatic cross-reference by author and title of the works catalogue.

(e) To arrange the materials donated by MAA so they can be made accessible to scholars as soon as possible. It is anticipated that a working archival organization of the material can be accomplished within two (2) or three (3) months after the material arrives, and within a year most of the important materials can be listed or catalogued in a fashion to assist scholars in more specific ways than the archival arrangements will provide.

3. In regard to the use of THE ARCHIVES OF AMERICAN MATHEMATICS, University agrees as follows:

(a) To provide rules for the use of such material so as to prevent scattering, dispersal or loss of the material; this can be best accomplished by following strictly the rules and regulations for the use of HRC patrons as set forth in the pamphlet, Information for Prospective Readers.

(b) To allow the use of all materials (except that which has been placed under seal by one of the suppliers) in the HRC reading room by competent scholars.

(c) To make the material (except that which has been placed under seal by one of the suppliers) available by the box if so requested by the user.

(d) To furnish photocopies at the usual HRC fee after copyright (or other) permission has been obtained.

This service shall also be available by mail in accordance with the normal HRC procedures.

(e) To allow the MAA to place under seal, for a specific period of time, various documents, letters or other material donated by MAA. The HRC will not allow use of this material within such a time period.

(f) To furnish to MAA the original documents or suitable copies of such items as charters and charter correspondence, citations for work well done, pictures of former presidents and secretaries and distinguished members, in the event MAA desires to hold programs celebrating its history or to publish historical surveys. MAA agrees to pay costs of transportation from and back to Austin, Texas, and to insure all items that are on temporary loan. It is understood, that if certain items should be needed in any legal proceedings (e.g. to establish priority of an idea, or to press a copyright suit) such originals as needed will be furnished under the same conditions.

4. University agrees to create a special advisory committee (referred to hereinafter as Committee A) which shall have a membership of appointees made by the donors of the ARCHIVES OF AMERICAN MATHEMATICS and the curator of HRC mathematics collections as an ex-officio member of the Committee, and which shall develop a set of recommendations concerning materials which should be collected for the ARCHIVES OF AMERICAN MATHEMATICS and advise the HRC staff about the appropriate use of the materials. Committee A shall also act in the capacity of a "visiting committee" to visit the HRC at appropriate intervals to advise the HRC staff concerning the use and acquisition of materials for the collection and to report to MAA, among others, on the status of the archives.

5. MAA agrees to give notice in its official journals that a

mathematical archival center has been established at the HRC and thereafter to announce its existence at regular intervals.

6. MAA agrees to encourage former officers of the MAA and former committee chairpersons to give their related personal archival material to the HRC. If an outright gift cannot be made, such persons will be urged to provide the HRC with copies. It is understood that MAA can only recommend and cannot require such gifts.

7. MAA agrees to appoint members of Committee A.

8. MAA agrees to deposit and grant additional items in the future as these items pass from the state of current correspondence files to historical records.

9. MAA agrees to assist in the identification and dating of documents, papers, letters and other archival materials.

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

ATTEST:

Secretary

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

By _____
Chairman

ATTEST:

MATHEMATICAL ASSOCIATION OF
AMERICA

By Henry L. Alder
President

Approved as to Form:

W.D. Smith
University Attorney

Approved as to Content:

C. Weather
President, University of Texas System

c. New Appointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

None

d. Unfilled Terms

Term Expires

One

1981

One

1979

4. Advisory Council for General Studies

a. Membership

Authorized 25

Recommended 25

b. Reappointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Mr. Carlyle H. Chapman, Jr., Dallas
Mr. Edward J. Pfister, Dallas
Mrs. Hortense Sanger, Dallas
Mr. Al Stillman, Dallas
Mr. Charles P. Storey, Dallas
Miss Rhobia Taylor, Dallas
Mr. Hector Zamorano, Dallas

c. New Appointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

None

d. Unfilled Terms

Term Expires

4

1979

1

1981

5. Advisory Council for Arts and Humanities

a. Membership

Authorized 25 Recommended 25

b. Reappointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Mrs. Alfred Bromberg, Dallas
Mr. Vincent A. Carrozza, Dallas
Mrs. James B. Francis, Dallas
Mrs. Robert Glazer, Dallas
Mr. Lloyd H. Haldeman, Dallas
Mrs. William Jagoda, Dallas
Mrs. Bartram Kelley, Dallas
Mrs. Edward Marcus, Dallas
Mr. Robert A. Wilson, Dallas

c. New Appointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

None

d. Unfilled Terms

Term Expires

1
1

1979
1980

THE UNIVERSITY OF TEXAS AT EL PASO
Recommended Appointments to Membership

Development Board

a. Membership

Authorized 25 Recommended 25

b. Reappointments

For three year terms ending 1981

Mr. Julian Bernat, El Paso
Mr. H. M. Daugherty, Jr., El Paso
Mr. Hugh K. Frederick, Jr., El Paso
Mr. Ted Karam, El Paso
Mr. Sam D. Young, Jr., El Paso

c. New Appointments

For three year term ending 1981

Mr. Arthur L. Gonzales, El Paso, to replace Mr.
George V. Janzen. Business: President,
First City National Bank

d. Unfilled Terms

Term Expires

None

THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN

Recommended Appointments to Membership

Development Board

a. Membership

Authorized 25 Recommended 25

b. Reappointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Mr. Mel Z. Gilbert, Snyder
Mr. W. D. Noel, Odessa
Mr. James Roberts, Andrews
Mr. Joe Pickle, Big Spring

c. New Appointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Mr. John A. Currie, Big Spring, vacancy from unfilled term. Business: President, State National Bank

d. Unfilled Terms	<u>Term Expires</u>
Nine	(To be determined as filled)

THE UNIVERSITY OF TEXAS AT SAN ANTONIO

Recommended Appointments to Membership

1. Development Board

a. Membership

Authorized 25 Recommended 25

b. Reappointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Mr. James H. Helland, San Antonio

Mr. Harold E. O'Kelley, San Antonio

Mr. Jesse H. Oppenheimer, San Antonio

Mr. John T. Steen, San Antonio

Mr. Curtis Vaughan, Jr., San Antonio

c. New Appointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

None

d. Unfilled Terms	<u>Term Expires</u>
1	1980
4	1981

2. College of Business Advisory Council

a. Membership

Authorized 25 Recommended 25

b. Reappointments

For one year terms ending 1979

Mr. Alex H. Halff, San Antonio

For two year terms ending 1980

Gen. John W. Roberts, San Antonio

For three year terms ending 1981

None

c. New Appointments

For one year terms ending 1979

None

For two year terms ending 1980

Mr. George F. Golder, San Antonio, to replace Mr. James E. Windlinger. Business: Partner, Peat, Marwick, Mitchell & Company.

For three year terms ending 1981

Mr. Stevenson Atherton, San Antonio, vacancy from unfilled term. Business: Vice President - Finance, Holt Machinery Company.

Mr. Fred W. Burtner, San Antonio, vacancy from unfilled term. Business: President, Greater San Antonio Chamber of Commerce.

Mr. John L. Cardenas, San Antonio, vacancy from unfilled term. Business: President, JOC Industries.

Mr. William G. Conway, San Antonio, vacancy from unfilled term. Business: President, Loop Cold Storage.

Mr. James L. Hayne, San Antonio, vacancy from unfilled term. Business: Managing Partner, Catto & Catto.

Mr. Juan J. Patlan, San Antonio, vacancy from unfilled term. Business: Executive Director, Mexican American Unity Council.

d. Unfilled Terms

Two

Term Expires

No terms designated

3. Institute of Texan Cultures Advisory Council

a. Membership

Authorized 25 Recommended 25

b. Reappointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

Mrs. Raye Virginia Allen, Temple
Mrs. Dolph Briscoe, Uvalde
Frank Connally, M.D., Waco
Dr. John T. King, Austin
Mr. Max Mendel, Laredo
Mr. Herbert C. Petry, Carrizo Springs
Mrs. Josephine Sparks, Corpus Christi

c. New Appointments

For one year terms ending 1979

None

For two year terms ending 1980

None

For three year terms ending 1981

None

d. Unfilled Terms

Three

Term Expires

No terms
designated

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS

Development Board

The Southwestern Medical Foundation serves in this capacity.
The nominees are not subject to regental approval.

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

Recommended Appointments to Membership

Development Board

a. Membership

Authorized 28 Recommended 29

b. Reappointments

For three year terms ending in 1981

H. Frank Connally, Jr., M.D., Waco
McIver Furman, M.D., Corpus Christi
Miss Marie Hall, Big Spring
Mr. Sealy Hutchings, Jr., Galveston
Thomas D. Kirksey, M.D., Austin
Mario E. Ramirez, M.D., Roma
Mrs. Edward Randall, Jr., Galveston
Harvey Renger, M.D., Hallettsville
Jim M. Vaughn, M.D., Tyler

c. New Appointments

For two year term ending in 1980

Mr. Carmage Walls, Houston, to replace James T. Downs, III, M.D.
Business: publisher.

George P. Bachman, M.D., Seguin, vacancy from increased
membership. Business: physician

d. Unfilled Terms

None

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER
AT HOUSTON

Recommended Appointments to Membership

1. Development Board

a. Membership

Authorized 53 Recommended 53

b. Reappointments

None

c. New Appointments

Mr. Leslie L. Appelt, Houston. Business: Realtor,
Appelt, Robeau, Womack, Inc.
Mrs. Camilla Blaffer, Houston. Business: Investments.
Mr. John F. Bookout, Houston. Business: President,
Shell Oil Company.
Mr. Alan S. Carruth, Houston. Business: John L.
Wortham & Sons Insurance.
Mr. John Cater, Houston. Business: President, Bank
of the Southwest.
Mrs. John S. Chase, Houston. Business: Wife of John S.
Chase, Houston Architect.

Mr. Robert P. Doherty, Jr., Houston. Business: President, South Texas Equipment.

Mr. James A. Elkins, Jr., Houston. Business: Chairman, First City National Bank.

Mr. A. J. Gallerano, Houston. Business: Operating Vice President - Public Affairs, Foley's Department Store.

Mr. Collins Hill, Jr., Houston. Business: Investments.

Mr. Jackson C. Hinds, Houston. Business: President, Entex Incorporated.

Mr. T. P. Hull, Jr., Houston. Business: Elmax Oil & Gas Corporation.

Mrs. Carol Cockrell Jennings, Houston. Business: Daughter of Virginia & Ernest Cockrell, Jr., Investments.

Mr. John H. Lindsey, Houston. Business: Lindsey Insurance Agency.

Mr. Harris Masterson, Houston. Business: Investments.

Mrs. A. G. McNeese, Jr., Houston. Business: Wife of A. G. McNeese, Jr., former Chairman of the Board of Regents and Houston Banker.

Mr. Louis Pearce, Jr., Houston. Business: Waukesha-Pearce Industries, Inc.

Mr. Lawrence G. Rawl, Houston. Business: Executive Vice President, Exxon Company USA.

Mr. Theodore C. Rogers, Houston. Business: Vice President, Armco Steel Corporation.

Mrs. Ann Sakowitz, Houston. Business: Wife of Bernard Sakowitz, Sakowitz Brothers.

Mrs. George Stark, Houston. Business: Cinema Productions, Promotion of Houston.

Mr. Robert A. Shepherd, Jr., Houston. Business: Attorney, Cullen Center.

Mrs. Felix Tijerina, Houston. Business: Wife of Felix Tijerina, Felix Mexican Restaurants.

Mrs. John T. Trotter, Houston. Business: Wife of Mr. John T. Trotter, Investments.

Mr. Philip G. Warner, Houston. Business: Editor, Houston Chronicle.

Mrs. Bernice Weingarten Welch, Houston. Business: Wife of Robert M. Welch, Jr., Attorney, Fulbright & Jaworski.

The names listed below were originally approved as members of the Graduate School of Biomedical Sciences and the Speech and Hearing Institute Advisory Council and Dr. Blocker recommends that they be included as members of the Development Board.

Mr. James A. Baker, III, Houston. Business: Andrews, Kurth, Campbell & Jones.

Mr. Joseph S. Cullinan, II, Houston. Business: Investments.

Mr. Kenneth Fellows, Houston. Business: Investments

Mr. John T. Jones, Jr., Houston. Business: Investments.

Mrs. Gus Wortham, Houston. Business: Widow of Gus Wortham, Insurance.

d. Unfilled Terms

Since this Development Board has been in the process of organization for some time, the members have not yet drawn for terms of office. This process will be completed following the addition to the Board of those members who accept from the list of new appointments suggested in this presentation.

2. Houston Medical School, Houston Dental Branch, Graduate School of Biomedical Sciences and Speech and Hearing Institute, School of Allied Health Sciences, and Public Health School Advisory Councils

These advisory councils are in the process of initial organization; nominees are not being presented at this time.

THE UNIVERSITY OF TEXAS HEALTH SCIENCE
CENTER AT SAN ANTONIO

Development Board

This development board is in the process of initial organization; nominees are not being presented at this time.

THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER

Recommended Appointments to Membership

Board of Visitors University Cancer Foundation

a. Membership

Authorized 25 Recommended 25

b. Reappointments

For one year terms ending 1979

For two year terms ending 1980

For three year terms ending 1981

Mrs. Camilla Blaffer, Houston
Mr. Ernest H. Cockrell, Houston
Mr. J. K. Jamieson, Houston

c. New Appointments

For a one year term ending 1979

For two year terms ending 1980

For three year terms ending 1981

Mr. W. D. Noel, Odessa, to replace Mr. Mac O. Boring, Jr.
Business: President, El Paso Products Co.
Mr. Thad T. Hutcheson, Jr., Houston, to replace Mr. Anthony J. A. Bryan. Business: Attorney at Law, Baker & Botts
Mrs. William D. Seybold, Houston, to replace Mr. John S. Dunn.
Business: Investor
Mr. Lewis F. Lyne, Dallas, to replace Mr. Joe M. Kilgore.
Business: Chairman of the Board, Mercantile Texas Corporation
Mr. Robert Shelton, Kingsville, to replace Mr. Radcliffe Killam.
Business: Rancher, Executive Vice President, King Ranch, Inc.
Mrs. Wallace S. Wilson, Houston, to replace Mr. Ernest L. "Pete" Wehner. Business: Investor

d. Unfilled Terms

None

III. SCHEDULED MEETINGS AND EVENTS.--Below is a schedule of meetings and events:

Holiday Scheduled

July 4, 1978

Commencement

June 10, 1978 Houston Health Science Center
 August 25, 1978 Galveston Allied Health Sciences School
 August __, 1978 Dallas Allied Health Sciences School

Other

Sept. 13, 1978 68th Public Auction of Oil and Gas Leases, Midland
 March 23-24, 1979 Annual Homecoming Galveston Medical Branch

1978 Football Schedules

U. T. Arlington

Sept. 2	Drake University at Des Moines	1:30 p. m.
Sept. 9	West Texas State at Arlington-Cravens	7:30 p. m.
Sept. 16	North Texas State at Texas Stadium	7:30 p. m.
Sept. 23	Louisiana Tech at Arlington-Cravens	7:30 p. m.
Sept. 30	East Carolina at Greenville, N. C.	7:00 p. m.
Oct. 7	New Mexico State at Las Cruces, N. M.	7:30 p. m.
Oct. 14	USL at Arlington-Cravens	7:30 p. m.
Oct. 21	Lamar at Beaumont	2:00 p. m.
Oct. 28	Arkansas State at Arlington-Cravens	7:30 p. m.
Nov. 4	NW Louisiana at Arlington-Cravens	7:30 p. m.
Nov. 18	McNeese State at Lake Charles	7:30 p. m.

U. T. Austin

Sept. 16	Rice at Houston	7:30 p. m.
Sept. 23	Wyoming at Austin	7:00 p. m.
Sept. 30	Texas Tech at Lubbock	7:30 p. m.
Oct. 7	Oklahoma at Dallas	2:00 p. m.
Oct. 14	North Texas at Austin	7:00 p. m.
Oct. 21	Arkansas at Austin	2:00 p. m.
Oct. 28	S. M. U. at Austin	2:00 p. m.
Nov. 11	Houston at Austin	2:00 p. m.
Nov. 18	T. C. U. at Fort Worth	2:00 p. m.
Nov. 25	Baylor at Waco	2:00 p. m.
Dec. 2	Texas A&M at Austin	2:00 p. m.

U. T. El Paso

Sept. 2	North Texas State at Denton	7:05 p. m.
Sept. 9	Air Force Academy at El Paso	7:30 p. m.
Sept. 16	New Mexico State at Las Cruces	7:30 p. m.
Sept. 23	San Diego State at El Paso	7:30 p. m.
Sept. 30	Arizona State at Tempe	7:30 p. m.
Oct. 7	Colorado State at Ft. Collins	1:30 p. m.
Oct. 21	Brigham Young at Provo	1:30 p. m.
Oct. 28	New Mexico at El Paso	7:30 p. m.
Nov. 4	Hawaii at Honolulu	7:30 p. m.
Nov. 11	Utah at El Paso	7:30 p. m.
Nov. 18	Nevada-Las Vegas at Las Vegas	7:30 p. m.
Nov. 25	Wyoming at El Paso	7:30 p. m.

1978

S	M	T	W	T	F	S	S	M	T	W	T	F	S
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18	19	20	21	22	23	24	20	21	22	23	24	25	26
25	26	27	28	29	30		27	28	29	30	31		
JULY						SEPTEMBER							
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						31							

**C of W
Exec. Session**

REVISED AGENDA

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

Date: June 9, 1978

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

Place: Regents' Committee Room, Ninth Floor, Ashbel Smith Hall
Austin, Texas

	<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: Negotiated Lease Contract Under Provision of Appropriation Bill, Article V, Section 18 (Airplane)	
b. U. T. Austin: Negotiated Contract for Proposed Purchase of Books	2
* c. U. T. Austin: Negotiated Contract for Acquisition of Art Collection (Tom Lea) - referred by Com- mittee of the Whole, Open Session	
d. U. T. El Paso: Proposed Acquisition of Land Adja- cent to Campus	2
* e. Houston Health Science Center: Negotiated Contract for Acquisition of Real Property, 6436 Fannin Street, Houston, Texas	
3. Personnel Matters - Section 2(g)	
a. U. T. System: Proposed 1978-79 Operating Budget	11
b. Houston Health Science Center: Selection of President	11

COMMITTEE OF THE WHOLE - EXECUTIVE SESSION
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a. U. T. System: Proposed 1978-79 Operating Budget	11
b. Houston Health Science Center: Selection of President	11

Roger J. Bulger, M.D.

Ut. San Antonio: Selection Committee

Documentation

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

2. Land Acquisition and Negotiated Contracts - Section 2(f). --
 - a. U. T. System: Negotiated Lease Contract Under Provision of Appropriation Bill, Article V, Section 18 (Airplane). --

 - b. U. T. Austin: Negotiated Contract for Proposed Purchase of Books. --

 - c. U. T. Austin: Negotiated Contract for Acquisition of Art Collection (Tom Lea) - referred by Committee of the Whole, Open Session. --

 - d. U. T. El Paso: Proposed Acquisition of Land Adjacent to Campus. --

Recommendation

President Templeton recommends purchase of 1.607 acres of property from the General Services Administration which is surplus Postal Service property adjacent to the campus of The University of Texas at El Paso at Prospect and Schuster Avenue. A tentative offer of \$50,000 has been accepted by the General Services Administration subject to congressional approval and that of the Board of Regents. The property can be made immediately available for parking purposes, further alleviating the critical parking problems on the south campus perimeter. Funds to purchase the property will come from Unexpended Plant Funds- Unappropriated Surplus.

System Administration recommends that approval be given to purchase this property with authority for the Chairman of the Board of Regents to execute all necessary documents. A copy of the "Offer to Purchase Real Estate and Acceptance" including Terms and Conditions is set out on Pages 5 - 10 .

System Administration further recommends adoption of a resolution (Pages 3 - 4) as is required by the "Offer to Purchase Real Estate and Acceptance."

Documentation

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2. Land Acquisition and Negotiated Contracts - Section 2(f).--
 - a. U. T. Austin: Negotiated Contract for Proposed Purchase of Books.--

 - b. U. T. El Paso: Proposed Acquisition of Land Adjacent to Campus.--

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R E S O L U T I O N

(To Be Adopted June 9, 1978)

THE UNIVERSITY OF TEXAS SYSTEM FOR THE UNIVERSITY OF TEXAS AT EL PASO--Acquisition of Surplus Government Property in El Paso County, Texas.

WHEREAS, certain real property owned by the United States of America, situated in El Paso County, Texas, and being a parcel of land located in Blocks 4 and 5, Mundy Subdivision, and Fractional Block 11, Alexander Addition Subdivision, in the City of El Paso, and consisting of 1.607 acres, more or less, has been declared surplus property and is subject to disposal by the General Services Administration; and

WHEREAS, The University of Texas at El Paso is in need of the said property and can utilize the same for campus expansion for educational purposes and the Board of Regents of The University of Texas System has the authority under Section 69.21 of the Texas Education Code to acquire said property and has available the necessary funds to purchase said property; and

WHEREAS, it is the desire of the Board of Regents of The University of Texas System, the governing authority of The University of Texas at El Paso, to submit a cash offer of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) for acquisition of the property under the provision of Section 203(K)(1) of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and regulations and procedures promulgated thereunder:

NOW, THEREFORE, BE IT RESOLVED by the Board of Regents that Allan Shivers, Chairman of the Board of Regents of The University of Texas System, or his successor in function, be and he is hereby designated as the proper official of the said University of Texas System by whom negotiations for such acquisitions are to be prosecuted; and he is hereby duly authorized to do any and all things necessary and proper to procure the acquisition of, and to accept, the property approved for sale by the General Services Administration to The University of Texas System for The University of Texas at El Paso.

BE IT FURTHER RESOLVED that Allan Shivers, Chairman of the Board of Regents of The University of Texas System, is authorized to accept delivery of all instruments of conveyance, and it is further agreed that the Purchaser, The University of Texas System for The University of Texas at El Paso, shall be bound by all the terms, reservations, and restrictions and conditions of conveyance set forth in the offer and Deed of Conveyance and that the following nondiscrimination covenant will be incorporated in the Deed of Conveyance:

The Grantee covenants for itself, its heirs, successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the said Grantee and such heirs, successors, and assigns shall not discriminate upon the basis of race, color, religion, or natural origin in the use, occupancy, sale, or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a

family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

BE IT FURTHER RESOLVED that three certified copies of this Resolution be furnished to the General Services Administration as evidence of the official action of the Board of Regents of The University of Texas System in authorizing the application for the purchase and acquisition of the said property.

IN TESTIMONY WHEREOF, we hereunto sign our names and attach the seal of said institution for it and in its behalf, this the _____ day of June, A.D. 1978.

ATTEST:

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

ALLAN SHIVERS, Chairman
Board of Regents

The foregoing was unanimously adopted as a part of the report of the Committee of the Whole upon motion of _____, seconded by _____.

GENERAL SERVICES ADMINISTRATION
819 Taylor Street
Fort Worth, Texas 76102

OFFER TO PURCHASE REAL ESTATE AND ACCEPTANCE
TERMS & CONDITIONS OF SALE NO. ~~*****~~ P-TEX-914

The University of Texas at El Paso
(NAME)

El Paso, Texas
(ADDRESS)

hereinafter called the Purchaser, hereby offers to buy from the United States of America, hereinafter called the Government, the property identified below at the price of Fifty Thousand and no One Hundred Dollars
~~-----(\$ 50,000.00-----)~~, of which the sum of Five Thousand
and no One Hundred Dollars~~-----(\$ 5,000.00-----)~~, in the form of currency, a certified check, cashier's check, or postal money order payable to General Services Administration, is herewith deposited as earnest money. This Offer to Purchase is subject to all of the terms and conditions set forth in the attached Terms and Conditions of Sale which contains a description of the said property.

The Purchaser represents (a) That he has, has not employed or retained any company or person (other than a full-time bona fide employee working solely for the Purchaser) to solicit or secure this contract; and (b) That he has, has not paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the Purchaser) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating to (a) and (b) above as requested by the contracting officer. (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Regulations, Federal Property Management Regulations 101-45.313-4 (41CFR 101-45.313.4)).

This Offer to Purchase covers property identified in attached Terms and Conditions of Sale as 1,607 acres of
land located at Schuster Avenue and Prospect Street, El Paso, Texas

Total Amount of Offer \$ 50,000.00 Deposit \$ 5,000.00 Is credit desired? No

Date _____ Purchaser _____
By _____

CERTIFICATE OF CORPORATE PURCHASER

I, _____, certify that I am _____
(SECRETARY OR OTHER OFFICIAL TITLE)
of the Corporation named as purchaser herein; that _____ who signed this
Offer to Purchase on behalf of the purchaser was then _____ of said Corporation; that said
(OFFICIAL TITLE)
Offer to Purchase was duly signed for and on behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

(SEAL) _____
(SIGNATURE OF CERTIFYING OFFICIAL)

ACCEPTANCE BY GOVERNMENT

Accepted by Government this _____ day of _____, 19____.

UNITED STATES OF AMERICA, Acting by and through the Administrator of General Services.

By _____ Title _____

R7-906
NOV. 1966

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
819 TAYLOR STREET
FORT WORTH, TEXAS

TERMS AND CONDITIONS

SALE OF GOVERNMENT SURPLUS PROPERTY

A 1.607 ACRE TRACT OF LAND LOCATED IN EL PASO, EL PASO COUNTY, TEXAS

The General Services Administration, hereinafter designated as "Government" pursuant to the provisions of the Postal Reorganization Act of 1970, 84 Stat. 739, as amended (39 U.S.C. 401), invites The University of Texas at El Paso, El Paso, Texas, to make an offer to purchase the Government-owned real property as described and under the terms and conditions specified herein.

Location: The property is located at the intersection of Schuster Avenue and Prospect Street in El Paso, El Paso County, Texas.

Description: The property consists of 1.607 acres, more or less, described as follows:

A parcel of land located in Blocks 4 and 5 Mundy Subdivision and Fractional Block 11 Alexander Addition Subdivision, in the City of El Paso, El Paso County, Texas:

BEGINNING at a point, said point being the S.E. property line of Schuster Avenue and Prospect Street

THENCE North 52 degrees 23' EAST along the South R.O.W. line of Schuster, a distance of 84.42 feet to a point;

THENCE North 44 degrees 59' 26" EAST along the South R.O.W. line of Schuster, a distance of 77.73 feet to a point;

THENCE North 52 degrees 23' EAST along the South R.O.W. line of Schuster, a distance of 130.00 feet to a point;

THENCE South 37 degrees 37' EAST along the center line of alley, a distance of 197.37 feet to a point;

THENCE South 0 degrees 13' EAST, a distance of 156.46 feet to a point;

THENCE North 72 degrees 59' 32" WEST a distance of 135.08 feet to a point;

THENCE South 44 degrees 58' WEST a distance of 121.85 feet to a point;

THENCE North 35 degrees 02' WEST along the East R.O.W. line of Prospect

Street a distance of 50.00 feet to a point;

THENCE North 33 degrees 32' 10" WEST along the East R.O.W. line of Prospect Street a distance of 51.02 feet to a point;

THENCE North 39 degrees 17' WEST along the East R.O.W. line of Prospect Street a distance of 116.41 feet TO THE POINT OF BEGINNING.

THE SAID PARCEL CONTAINS 70,015.86 SQUARE FEET OR 1.60734 ACRES, MORE OR LESS.

The 1.607 acre tract shall be conveyed subject to existing easements for public roads and highways, public utilities, railroads, and pipelines.

Special Terms and Conditions:

1. This offer must be for cash, payable in full at time of closing. The earnest money deposit will be applied against the purchase price.
2. There shall be attached to this offer the following:
 - a. A resolution showing the official character and authority of the officer signing the offer and authorizing him to accept delivery of all instruments of conveyance and to agree that the purchaser shall be bound by all the terms, reservations, restrictions, and conditions of conveyance set forth in the offer.
 - b. A statement as to the availability of funds to pay for the property.
 - c. A statement as to the proposed use of the property.
 - d. A statement as to the legal authority of the agency to acquire the property.
 - e. The following nondiscrimination covenant will be incorporated in the conveyance of the property:

The Grantee covenants for itself, its heirs, successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the said Grantee and such heirs, successors, and assigns shall not discriminate upon the basis of race, color, religion, or national origin in the use, occupancy, sale, or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or

rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

GSA Form 2041:

The attached GSA Form 2041, "General Terms Applicable to Negotiated Sales," is hereby made a part hereof.

The following paragraphs of GSA Form 2041 do not apply and have been partly or entirely deleted: Paragraph 6; Paragraph 8.f. Paragraph 8.g. is revised as shown.

GENERAL TERMS APPLICABLE TO NEGOTIATED SALES
(Surplus Real Property)

1. **CONDITION OF PROPERTY.** The property is offered "As Is" and "Where Is" without representation, warranty, or guaranty as to quantity, quality, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered.

2. **EARNEST MONEY DEPOSIT.** The offer must be accompanied by an earnest money deposit in such an amount and in such form as may be required by the Government. Upon acceptance of the offer, the deposit shall be applied toward payment of the offeror's obligation to the Government. In the event the offer is rejected, the deposit will be returned, without interest, as promptly as possible after rejection of the offer.

3. **CONTINUING OFFER.** The offer shall be deemed to be a firm and continuing offer from the date of receipt until accepted or rejected by the Government; provided, however, that after 90 days have elapsed from the date of receipt, the offeror not having received notice of rejection may consider his offer rejected, and if the Government desires to accept the offer after such 90-day period, the consent of the offeror thereto shall be obtained.

4. **NOTICE OF ACCEPTANCE OR REJECTION.** Notice by the Government of acceptance or rejection of the offer shall be deemed to have been sufficiently given when telegraphed or mailed to the offeror or his duly authorized representative at the address indicated in the offer.

5. **CONTRACT.** These General Terms Applicable to Negotiated Sales, the offer, and the acceptance thereof, shall constitute an agreement between the offeror and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the offeror without consent of the Government, and any assignment transaction without such consent shall be void.

6. **RESCISSION.**

~~a. The contract made by the acceptance of the offer by the Government may be transmitted to the Attorney General of the United States for his advice as to whether the sale would tend to create or maintain a situation inconsistent with the antitrust laws. The acceptance of the offer by the Government may be rescinded by the Government, in case unfavorable advice is received from the Attorney General.~~

~~b. An explanatory statement of the circumstances of the proposed disposal will be submitted to the appropriate committees of the Congress because of its negotiated character and the offer probably will not be accepted by the Government until after the proposed disposal has been considered by such committees. However, in any event, the Government may rescind its acceptance at any time during the 90-day period following such acceptance, if it is reasonably determined by the Government that such action is justified in the light of the circumstances then prevailing.~~

~~c. Any rescission, pursuant to a or b, above, will be without liability on the part of the Government other than to return the earnest money deposit without interest.~~

7. **REVOCATION OF OFFER AND DEFAULT.** In the event of revocation of the offer prior to acceptance, or in the event of any default by the offeror in the performance of the con-

tract created by such acceptance, the deposit, together with any payments subsequently made on account may be forfeited at the option of the Government, in which event the offeror shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the offer or contract.

8. **OTHER TERMS APPLICABLE TO A SALE.**

a. As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the offeror shall assume responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.

b. Any title evidence which may be desired by the offeror will be procured by him at his sole cost and expense. The Government will, however, cooperate with the offeror or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises the property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

c. Upon assumption of possession of the property, or conveyance of the property, whichever occurs first, the offeror shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property, and sums paid, or due to be paid, by the Government in lieu of taxes pursuant to statutory authority shall be prorated.

d. In the event an offer to purchase for cash is accepted and possession of the property is assumed by the offeror prior to the date of conveyance, the offeror shall procure and maintain insurance at his expense, effective for the period from the date of assumption of possession to date of conveyance, for the benefit of the Government in such kinds and amounts as may be required by the Government, with companies acceptable to the Government.

e. Conveyance of the property will be accomplished by a quitclaim deed or deed without warranty and where appropriate a bill of sale, in conformity with local law and practice.

~~f. In the event the offer to purchase is made on credit terms, financial data, references and such other information as may be requested by the Government, shall be promptly furnished by the offeror and the following conditions shall be applicable.~~

~~(1) The Government's acceptance of the offer to purchase on credit terms may be rescinded by the Government, in the event of an adverse finding by the Government as to the offeror's financial responsibility, without liability on the part of the Government other than to return the earnest money deposit without interest.~~

~~(2) The offeror shall procure and maintain insurance at his expense during the term credit is extended effective as of the date of assumption of possession of the property or the date of conveyance, whichever occurs first, for the benefit of the Government in such kinds and amounts as may be required by the Government.~~

~~(3) Contemporaneously with the delivery to the offeror of documents conveying the property purchased, he shall execute and deliver to the Government~~

~~(a) A bond or note, in form and substance satisfactory to the Government, evidencing his obligation for payment of the balance of the purchase price; and~~

(b) A purchase money mortgage, vendor's lien and mortgage, or deed of trust, in conformity with the practice of the State in which the property is located; the document in any case, however, to be in form and substance satisfactory to the Government, and in any event to include:

i. A restriction against sale, lease (unless the property was offered without leasing restrictions), or other disposition of the mortgaged property or any part thereof without prior written consent of the Government;

ii. A requirement for provisions of insurance coverage satisfactory to the Government as to types of risks, amounts, and insurers;

iii. A provision that the principal obligation may be prepaid in full, or in part, on any installment due date, without penalty;

iv. A provision that partial payments made in advance of the regular schedule of payments shall be applied against the principal obligation in inverse order of maturity;

v. Agreement on the part of the mortgagor to allowance of reasonable attorneys' fees and costs to the Government in the event of foreclosure, and to a deficiency judgment (where not prohibited by State law) after foreclosure sale or exercise of power of sale in the mortgage; and

vi. A requirement to provide financial data during the period of the mortgage as may be requested by the Government.

(4) Interest shall be computed at the rate prescribed in the offer. Accrued interest shall be paid with each principal installment.

g. The offeror shall on a mutually agreeable date not later than 90 days after acceptance of the offer, or such longer period as may be agreed upon in writing, tender to the Government the balance of the purchase price (if a cash sale), or ~~(if a credit sale) the offeror shall pay the balance of the down payment, and shall execute and deliver to the Government the instruments described in (3) above, and furnish evidence of insurance coverage.~~ Upon such tender being made by the offeror, the Government shall deliver to the offeror the instrument, or instruments, of conveyance. In any event, if possession was assumed by the offeror prior to the date of conveyance, the offeror shall pay, in addition to the purchase money due, an amount required under the provisions of the offer.

h. The offeror shall pay all taxes imposed on this transaction and shall obtain at his own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the offeror's expense.

9. OFFICIALS NOT BE BENEFIT. No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

10. COVENANT AGAINST CONTINGENT FEES. The offeror warrants that he has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the offeror the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the offeror upon the contract secured or made through bona fide established commercial agencies maintained by the offeror for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

- e. Houston Health Science Center: Negotiated Contract for Acquisition of Real Property, 6436 Fannin Street, Houston, Texas. --

3. Personnel Matters - Section 2(g). --

- a. U. T. System: Proposed 1978-79 Operating Budget Including Auxiliary Enterprises, Grants and Government Funds, Restricted Current Funds, and Medical Services Research Development Programs. -- The proposed 1978-79 Operating Budget, including Auxiliary Enterprises, Grants and Government Funds, Restricted Current Funds, and Medical Services Research Development Programs will be mailed under separate cover on or before May 26, 1978. The budgets are:
- (1) System Administration and Available University Fund
 - (2) The University of Texas at Arlington
 - (3) The University of Texas at Austin
 - (4) The University of Texas at Dallas
 - (5) The University of Texas at El Paso
 - (6) The University of Texas of the Permian Basin
 - (7) The University of Texas at San Antonio
 - (8) The University of Texas Health Science Center at Dallas
 - (9) The University of Texas Medical Branch at Galveston
 - (10) The University of Texas Health Science Center at Houston
 - (11) The University of Texas Health Science Center at San Antonio
 - (12) The University of Texas System Cancer Center
 - (13) The University of Texas Health Center at Tyler
- b. Houston Health Science Center: Selection of President. --

3. Personnel Matters - Section 2(g).--

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b. Houston Health Science Center: Selection of President.--

**Meeting of
the Board**

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(continued)

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

Date: June 9, 1978

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

Place: Regents' Meeting Room, Ninth Floor, Ashbel Smith Hall
Austin, Texas

A.- H. (Pages B of R 1-21)

I. RECONVENE

J. 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

K. REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS
by Vice-Chairman Williams

L. REPORTS OF SPECIAL COMMITTEES, IF ANY

M. REPORT OF THE COMMITTEE OF THE WHOLE - OPEN SESSION
by Chairman Shivers

N. 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. U. T. Austin: Negotiated Contract for Proposed
Purchase of Books
 - b. U. T. El Paso: Proposed Acquisition of Land
Adjacent to Campus
3. Personnel Matters - Section 2(g)
 - a. U. T. System: Proposed 1978-79 Operating Budget
 - b. Houston Health Science Center: Selection of President

O. ADJOURNMENT

Other Matters: Mrs. Blumberg.
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